Regular Town Council Meeting

Tuesday, August 12, 2025 at 5:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers, 20 Bridge Street, Bluffton, SC

AGENDA

This meeting can be viewed live on BCTV, on Sparklight Channel 9 and 113 or on Spectrum Channel 1304.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. INVOCATION

IV. ADOPTION OF THE MINUTES

1. Regular Meeting Minutes of 07/08/2025
2. Special Meeting Minutes 07/15/2025

V. PRESENTATIONS, CELEBRATIONS, AND RECOGNITIONS

1. USCB Sand Shark Welcome Week Proclamation - Mayor Larry Toomer

VI. PUBLIC COMMENT

VII. COMMUNICATIONS FROM MAYOR AND COUNCIL

VIII. WORKSHOP AGENDA ITEMS

1. Update on the South Carolina Law H3292 Related to Golf Carts and the Allowance of Local Municipalities to Adopt Similar Regulations - Heather Colin, Assistant Town Manager
2. Consideration and Direction on Potential Amendments to the Town of Bluffton Code of Ordinances, Chapter 23, Unified Development Ordinance, Article 5 – Design Standards - Accessory Buildings - Kevin Icard, Director of Growth Management

IX. PUBLIC HEARING & FINAL READING

1. A Request by Livewell Terrace L.P. (Woda Cooper Group), with Authorization from the Property Owner Beaufort Memorial Hospital, for the 100% Affordable/Workforce Housing Project to be known as Livewell Terrace Located at 335 Buckwalter Parkway and Identified as Beaufort County Tax Map No. R610 030 000 0712 0000. Public Hearing and Final Reading – Kevin Icard, Director of Growth Management

   For the Following:

A. Ordinance Approving the Acquisition of Residential Development Rights in the Amount of Sixty (60) Residential Dwelling Units ("RDUs") Owned by the Town of Bluffton and Held in the Town's Development Rights Bank Pursuant to the Transfer of Development Rights Ordinance;

B. Ordinance Approving an Amendment to the Buckwalter Planned Unit Development ("PUD") Development Agreement to Increase the Number of Residential Dwelling Units ("RDUs") by Sixty (60) Residential Dwelling Units ("RDUs") Associated with the 100% Density Bonus; and

C. Ordinance to Approve an Amendment to the Buckwalter Planned Unit Development ("PUD") Concept Plan to Increase the Number of Residential Development Rights by Sixty (60) Residential Dwelling Units ("RDUs") Associated with the 100% Density Bonus.

X. FORMAL AGENDA ITEMS

1. Ordinance Amending Section 21 – Emergency Management to Define a Local Civil Emergency, its Declaration and Termination, Authority and Powers, and Additional Amendments to the Town's Emergency Management Policies and Procedures – First Reading – Stephen Steese, Town Manager
2. Resolution to Approve Three Party Agreement Between Buckwalter Association Inc., Beaufort County, and Town of Bluffton to Construct the Connection Road Between Buckwalter Place and Washington Square – Heather Colin, Assistant Town Manager

XI. CONSENT AGENDA ITEMS

1. Monthly Department Reports: Police, Finance and Administration, Human Resources, Municipal Court, Projects & Watershed Resilience, Public Services, Don Ryan Center for Innovation, and Growth Management
2. Town Manager Monthly Report
3. Consideration of an Ordinance for a Non-Exclusive Easement over Certain Real Property Owned by the Town of Bluffton Consisting of Parcel R610-028-000-0018-0000 in Favor of K. Hovnanian's Four Seasons at Carolina Oaks to connect the Four Seasons' Boardwalk to the New River Trail, Second & Final Reading - Kimberly Washok-Jones, Director of Projects and Watershed Resilience

XII. EXECUTIVE SESSION

1. Personnel Matters Regarding Town Council Appointments of Boards, Committees, and Commissions (Pursuant to Freedom of Information Act 30-4-70 [a][1])
2. Discussion of Land Purchase Agreement Located in the Buckwalter Tract (Pursuant to SC Freedom of Information Act 30-4-70 [a][2])

XIII. ACTION FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

NEXT MEETING DATE: Tuesday, September 9, 2025

"FOIA Compliance – Public notification of this meeting has been published and posted in compliance with the Freedom of Information Act and the Town of Bluffton policies."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Town of Bluffton will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. The Town of Bluffton Council Chambers are ADA compatible. Auditory accommodations are available. Any person requiring further accommodation should contact the Town of Bluffton ADA Coordinator at 843.706.4500 or adacoordinator@townofbluffton.com as soon as possible but no later than 48 hours before the scheduled event.

Executive Session – The public body may vote to go into executive session for any item identified for action on the agenda.

**Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. To submit a public comment online, please click here: https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60*
Public comment is limited to 3 minutes per speaker.

Regular Town Council Meeting

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers, 20 Bridge Street, Bluffton, SC

July 08, 2025

I. CALL TO ORDER

Mayor Toomer called the meeting to order at 5:00 PM.

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Toomer.

III. INVOCATION

The Invocation was given by Councilmember Hamilton.

IV. ADOPTION OF THE MINUTES

1. Regular Meeting Minutes of 06/10/2025

   A motion made by Councilmember Burden; Seconded by Councilmember Frazier to approve the Regular Meeting Minutes of 06/10/2025 as submitted.

V. PRESENTATIONS, CELEBRATIONS, AND RECOGNITIONS

1. Beaufort County School District Character Student of the Month - Mayor Larry Toomer

   On behalf of Town Council, Mayor Larry Toomer honored the student of the month, Anthony Santiago, a first grader from MC Riley Elementary School. Anthony was recognized for the Character Traits of responsibility and cooperation.

2. Introduction of New Employees, Promotions, and Interns - Anni Evans, Director of Human Resources

EXECUTIVE:
Stephen Steese, Town Manager
Lyndee Simoneaux promoted from Special Events Welcome Center Manager to Director of Events and Venues effective 07/01/2025
Chris Forster, Assistant Town Manager
Paul Arvantides promoted Director of Innovation Services to CEO of DRCI effective 07/01/2025

PUBLIC SERVICES:
Larry Beckler, Director of Public Services
Welcome - Cinthia Mendieta, Public Services Worker II – Grounds Maintenance

EVENTS AND VANUES:
Lyndee Simoneaux, Director of Events and Venues
LeeAnn Lennek promoted from Welcome Center Coordinator to Welcome Center Assistant Manager effective 07/01/2025

Welcome: Ross Patterson
Department: Communications and Community Outreach
Job Title: Part-Time Garvin Garvey House Docent
Prior Employment: Head Docent at The Garvin Garvey House
Education: MBA from Campbell University

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Welcome: David Berver
Department: Communications and Community Outreach
Job Title: Part-Time Garvin Garvey House Docent
Prior Employment: Program and Logistics Coordinator at Arlington Soccer Association
Education: Bachelor of Arts in Speech Communication from Geroge Washington University

FINANCE:
Natalie Majorkiewicz, Director of Finance & Administration
Shannon Milroy promoted from Budget Grant/Procurement Admin to Budget and Procurement Manager effective 07/01/2025

HUMAN RESOURCES:
Anni Evans, Director of Human Resources
Welcome: Sharon Murray
Department: Human Resources
Job Title: Human Resources Intern
Reporting to: Anni Evans
Prior Employment: Self-Employed Barber
Education: Currently obtaining her Bachelor's Degree in Accounting and HR Management from University of South Carolina

Welcome: Peyton Chrjapin
Department: Public Services
Job Title: Public Services Intern
Reporting to: Larry Beckler
Prior Employment: Front Store Clerk at Publix
Education: Currently obtaining his High School Diploma from May River High School

Welcome: Zoe Stevenson
Department: Communications and Community Outreach
Job Title: Welcome Center Intern
Reporting to: Lyndee Simoneaux
Prior Employment: Social Media Specialist at Beaufort County SC Republican Party Office
Education: Currently obtaining her Bachelor's Degree in Political Science from Anderson University

Welcome: Dior Shelton
Department: Finance
Job Title: Finance Intern
Reporting to: Natalie Majorkiewicz
Prior Employment: AAU Asst. Basketball Coach/Trainer at H2 Basketball
Education: Currently obtaining her Master's Degree from Limestone University

Welcome: Ryan Deegan
Department: Finance
Job Title: Finance Intern
Reporting to: Natalie Majorkiewicz
Prior Employment: First Mate at Island Head HHI
Education: Currently obtaining his Bachelor's Degree in Financial Management and Accounting from the Clemson University

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Welcome: Ransom Albertson
Department: Finance
Job Title: Finance Intern
Reporting to: Natalie Majorkiewicz
Education: Currently obtaining his High School Diploma from Choate Rosemary Hall

Welcome: Angelina Cardone
Department: Police Department
Job Title: Police Department Intern
Reporting to: Jaycee Ruiz
Prior Employment: Cashier at Tropical Smoothie
Education: Currently obtaining her Bachelor's Degree in Sociology from University of South Carolina Beaufort

3. Town Investment Portfolio Update - First Citizens Wealth,

Neil Chapman, Senior Portfolio Strategist and Grant Catoe, Institutional Consultant

Neil Chapman, Senior Portfolio Strategist and Grant Catoe, Institutional Consultant representing First Citizens Wealth provided a comprehensive review of the Town of Bluffton's Investment Portfolio.

VI. PUBLIC COMMENT

Andera Pressley 21 Pinecrest Way - Ms. Pressley addressed council regarding the traffic impact associated with the possible development of the Pinecrest golf course.

David Cowart 23 Pinecrest Way - Mr. Coward addressed council to advise and share concerns of the development plan in Pinecrest that will affect the community, school safety and traffic. He also referenced rumors circulating within the community via various social media platforms.

Zeke Jordan 3792 Okatie Hwy - Mr. Jordan addressed council in opposition of the New Riverside Linear Trail Project.

Skylar Jewell 27 Pioneer Point - Mr. Jewell address council regarding the New Riverside Linear Trail Project. He expressed concerns regarding the impact on wildlife and offered alternative locations for recreational space in Bluffton.

Former Mayor Emmett McCracken - Mr. McCracken addressed council regarding the appointment of Walter Nester III to the Military Enhancement Committee. He made the recommendation in support of the Resolution to appoint Mr. Nester to the committee.

Laura Sterling 113 Foreman Hill Road - Ms. Sterling addressed council in opposition to the New Riverside Linear Trail Project. She read a letter from a community member and presented pictures for council to review.

Kim Konte 90 Big Bluff Rd - Ms. Konte spoke of the Non-Toxic Neighborhood program supporting organic landscape management. She has requested adopting further safeguards for our community and assisting in spreading awareness to the Senate.

VII. COMMUNICATIONS FROM MAYOR AND COUNCIL

Mayor Pro-Tempore Wood – Commended town staff as well as town manager for the success of the festivities of the 4th of July Fireworks and Independence Day Celebration. All the events that are held throughout the town are what having a sense of community is. A recommendation was made to the mayor and council to move the Communications from Mayor and Council ahead of the Public Comment session in the future due to many individuals exiting Council Chambers after the Public Comment period had closed.

Councilmember Hamilton – Mr. Hamilton advised he does not normally respond to public comments made; however, he had decided to respond this evening. He stated, Nextdoor, Facebook, and other social media platforms have turned into an outlet for anyone who is having a bad day to use. He addressed the individual that shared the rumors being shared during his time of public comment, advising they are not true.

Councilmember Burden – Mrs. Burden also addressed individual regarding the rumors, stating her opinion has not changed. She then requested Heather Colin, Assistant Town Manager provide a detailed timeline associated with New River Linear Trail dating back to the June 2000 as part of the Jones Estate Development Agreement.

Heather Colin provided the following outline:

The New River Trail Master Plan was established in 2003.

The Trail Deed Conveyance to the Town occurred 4/11/2005.

Permitting CZC, DHEC, MS4 and other permitting for the current project occurred 11/2024 Phases 1 and 3/2025 Phase 2.

Contract 2025-53 to Nix Construction was awarded - 6/2025 to include the scope of a 10' path along trail, covered pier at New River, reconstruction of three trail bridges.

Funding Sources Grants:

2011 New River Trailhead development project SC PRT grant reimbursement $85,726

2023 New River Trail Restroom $26,000

2024 Senate Appropriation $2,000,000

Community/Notifications of the project were also outlined.

Councilmember Frazier – Ms. Frazier began by thanking Heather Colin for the information. She stated there are times where disagreements occur. It is acceptable to disagree and have passionate voices, however, the passionate voices have been providing misinformation that a lot of times will create a level of distrust and disdain for government and those who are stewarding the projects. She advised that council is sensitive to the need to meet the esthetics of the town and provide to the needs of the inclusive community to include all citizens. This includes someone who may be in a wheelchair or have mobility issues accessibility to the features and green spaces that we do have. Ms. Frazier spoke about the individuals wanting the money to be spent on other things. She expressed the need to understand grants are earmarked for a specific purpose. The funding cannot be utilized for any other purpose other than what the grant has been written for. She also expressed the importance of staying off social media and away from sensationalism. She encouraged citizens to reach out, ask questions as the town has an open-door policy.

Mayor Larry Toomer – Mayor Toomer spoke regarding the speed of the project stirring discontent within the community within just a few days. He advised he understands those who are opposed to anything improving in their backyard. He stated people want affordable housing, more public parks, and playgrounds but not too close to "my house". This is what council and staff go through to get projects done that benefit the community. He advised in the 12 years he has sat on the dais he has heard numerous requests for trails, bike paths and walking paths to enable people to stay off the dangerous roadways. He stated the project has been in the pipeline for many years and feels the town needs to stick to the plan and move forward with the project for the betterment of the entire community.

VIII. WORKSHOP AGENDA ITEMS

1. Performing Arts Feasibility Study Report - Ryan Johnson, Project Manager, Johnson Consulting

   Ryan Johnson, Project Manager of Johnson Consulting highlighted the findings of the Performing Arts Feasibility Study. The study indicates a need for a multi-purpose, flexible venue for performing arts, with the capacity for meetings and conventions as well as social and charitable events.

IX. PUBLIC HEARING & FINAL READING

X. FORMAL AGENDA ITEMS

1. Consideration of a Resolution of Support for a Childcare and Early Learning Project Utilizing the Tri Share Funding Model. - Chris Forster, Assistant Town Manager

   A motion made by Councilmember Hamilton; Seconded by Mayor Pro-Tempore to approve a resolution asking the Beaufort County State Legislative Delegation to support a project pilot implementing a tri-share funding model to improve access to childcare.

   Town Council unanimously approved the resolution.

XI. CONSENT AGENDA ITEMS

A motion made by Mayor Pro-Tempore Wood; Seconded by Councilmember Hamilton to approve the Consent Agenda as submitted.

Town Council unanimously approved the consent agenda items as submitted.

1. Monthly Department Reports: Police, Finance and Administration, Human Resources, Municipal Court, Projects & Watershed Resilience, Public Services, Don Ryan Center for Innovation, and Growth Management
2. Town Manager Monthly Report
3. Consideration of a Resolution Authorizing Acceptance of Easement and Right of Entry Donations from Q New River Forest Holdings, LLC Necessary to Complete the New Riverside Barn Park Public Services Building Project - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
4. Consideration of a Resolution Authorizing Acceptance of Easement Donations from Property Owners Necessary to Complete the Pritchard Street Streetscape and Drainage Project. - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
5. Consideration of a Resolution Authorizing an Inter-Governmental Cost Share Agreement with Beaufort County School District to complete the Pritchard Street Streetscape Project - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
6. Consideration of a Resolution Authorizing an Easement Donation from Heritage at New Riverside Community Association to Complete the New River Linear Trail Project - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
7. Consideration of an Ordinance for a Non-Exclusive Easement over Certain Real Property Owned by the Town of Bluffton Consisting of Parcel R610-028-000-0018-0000 in Favor of K. Hovnanian's Four Seasons at Carolina Oaks to connect the Four Seasons' Boardwalk to the New River Trail, First Reading - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
8. Consideration of a Resolution Appointing Walter Nester III to the Military Enhancement Committee for a Three-Year Term - Stephen Steese, Town Manager
9. Consideration of Proposed Amendments to The Town of Bluffton Municipal Code of Ordinances, Chapter 4 – Animals, to Align with Beaufort County's Ordinance. First Reading, Heather Colin, Assistant Town Manager

XII. EXECUTIVE SESSION

1. Legal Advice Regarding Contractual Negotiations Involving the Verdier Development Agreement (Pursuant to SC Freedom of Information Act 30-4-70 [a] [2])

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2. Legal Advice Regarding Emergency Declarations (Pursuant to SC Freedom of Information Act 30-4-70 [a] [2])

XIII. ACTION FROM EXECUTIVE SESSION

No actions were taken during Executive Session.

XIV. ADJOURNMENT

A motion made by Councilmember Burden; Seconded by Councilmember Frazier to adjourn the meeting at 7:41PM.

_____ _____

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

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Town Council Special Meeting

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers, 20 Bridge Street, Bluffton, SC

July 15, 2025

I. CALL TO ORDER

Mayor Pro-Tempore Wood called the meeting to order at 5:00 PM.

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro-Tempore Wood.

II. PUBLIC COMMENT

No Public Comments

III. FORMAL AGENDA ITEMS

A Request by Livewell Terrace L.P. (Woda Cooper Group), with Authorization from the Property Owner Beaufort Memorial Hospital, for the 100% Affordable/Workforce Housing Project to be known as Livewell Terrace Located at 335 Buckwalter Parkway and Identified as Beaufort County Tax Map No. R610 030 000 0712 0000. First Reading – Kevin Icard, Director of Growth Management

For the Following:

A. Ordinance Approving the Acquisition of Residential Development Rights in the Amount of Sixty (60) Residential Dwelling Units ("RDUs") Owned by the Town of Bluffton and Held in the Town's Development Rights Bank Pursuant to the Transfer of Development Rights Ordinance; and

Motion 1- A motion made by Councilmember Burden; Seconded by Councilmember Frazier to approve the First Reading of the Ordinance Authorizing The Conveyance Of Sixty (60) Residential Development Rights Within The Buckwalter Planned Unit Development Owned By The Town Of Bluffton And Held In The Town's Development Rights Bank To Beaufort Memorial Hospital For The Affordable Housing Project To Be Developed On That Certain Property Located At 335 Buckwalter Parkway And Consisting Of 10.09 Acres, More Or Less, And Identified As Beaufort County Tax Map No. R610 030 000 0712 0000; And, Authorizing The Execution And Recording Of Associated Documents.

Town Council approved the first reading of this ordinance.

B. Ordinance Approving an Amendment to the Buckwalter Planned Unit Development ("PUD") Development Agreement to Increase the Number of Residential Dwelling Units ("RDUs") by Sixty (60) Residential Dwelling Units ("RDUs") Associated with the 100% Density Bonus; and

Motion 2 - A motion made by Councilmember Frazier; Seconded by Councilmember Burden to approve the First Reading of the Ordinance Providing For An Amendment Of The Buckwalter Development Agreement To Incorporate Certain Properties Owned By Beaufort Memorial Hospital, Consisting Of 10.9 Acres, More Or Less, Located At 333 And 335 Buckwalter Parkway, And Bearing Beaufort County Tax Map No. R610 030 000 0712 0000, To Provide For An Affordable Housing Density Bonus Increasing The Total

Permitted Development Rights By 60 Residential Dwelling Units And Incorporate Certain Terms To The Buckwalter Development Agreement.

Town Council approved the first reading of this ordinance.

C. Ordinance to Approve an Amendment to the Buckwalter Planned Unit Development ("PUD") Concept Plan to Increase the Number of Residential Development Rights by Sixty (60) Residential Dwelling Units ("RDUs") Associated with the 100% Density Bonus.

Motion 3 - A motion made by Councilmember Burden; Seconded by Councilmember Frazier to approve the First Reading of the Ordinance Providing For An Amendment Of The Buckwalter Concept Plan To Incorporate Certain Properties Owned By Beaufort Memorial Hospital, Consisting Of 10.9 Acres, More Or Less, Located At 333 And 335 Buckwalter Parkway, And Bearing Beaufort County Tax Map No. R610 030 000 0712 0000, To Provide For An Affordable Housing Density Bonus Increasing The Total Permitted Development Rights By 60 Residential Dwelling Units And Incorporate Certain Terms To The Buckwalter Concept Plan.

Town Council approved the first reading of this ordinance.

IV. ADJOURNMENT

A motion made by Councilmember Frazier; Seconded by Councilmember Burden to adjourn the meeting at 5:15 PM.

_____ _____

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

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TOWN COUNCIL

STAFF REPORT
Department of Administration

MEETING DATE:	August 12, 2025
PROJECT:	Input and Discussion on Proposed Amendments to Chapter 26 Traffic and Motor Vehicles Ordinance Related to Golf Carts Hours and Locations, Requiring Seat Belts for Certain Passengers and Other Matters Related Thereto
PROJECT MANAGER:	Heather Colin, AICP, Assistant Town Manager

REQUEST: Request Town Council's direction on proposed amendments to the Town's Code of Ordinances, Chapter 26 – *Traffic and Motor Vehicles*, in response to recent changes to Section 56-2-90 of the South Carolina Code of Laws. The amended law allows local jurisdictions to adopt ordinances regulating the operation of golf carts and other specialized vehicles, including restrictions on hours and locations of use, safety belt requirements for certain passengers, and other related matters.

BACKGROUND: On May 22, 2025, Governor Henry McMaster signed Act 64 of the 126th Session of the South Carolina General Assembly. This legislation includes provisions allowing local jurisdictions to regulate the operation of Specialized Vehicles. These provisions address hours of operation, restrictions on specific roadways, and safety requirements, such as mandatory seat belt use for certain passengers.

The intent of the new law is to enhance community engagement, improve mobility and accessibility, and contribute to the overall quality of life for residents and visitors.

Attached is the proposed ordinance, which includes definitions for *Specialized Vehicles*, registration and insurance requirements, mandatory equipment, limitations on use, and operational guidelines for public roadways.

Key Highlights:

- Children under the age of twelve (12) must wear a seatbelt at all times while riding in a specialized vehicle.
- The ordinance limits the use of specialized vehicles on certain high-traffic roadways and in roundabouts for safety reasons.
- Any Specialized Vehicle operating on a public roadway shall have proof of liability insurance in conformance with S.C. Code Ann. Sec. 38-77-40.

CONSIDERATIONS:

- To date, Beaufort County Council has not adopted a similar ordinance for areas immediately outside the Town limits.

Does Town Council wish to move forward with the proposed amendments to Chapter 26 of the Code of Ordinances independently?

- The draft ordinance includes restrictions on the use of specialized vehicles in roundabouts and on four-lane highways or parkways.

  Does Town Council have any concerns regarding these limitations?

NEXT STEPS: If Town Council would like to move forward with the adoption of this Ordinance, Town Staff will place this item on the September Town Council meeting as a first reading with a second reading in October.

ATTACHMENTS:

1. Ordinance
2. South Carolina Act 64

ORDINANCE 2025-_____

AN ORDINANCE AMENDING CHAPTER 26 ARTICLE II OF THE TOWN CODE TO ESTABLISH RULES OF OPERATION FOR SPECIALIZED VEHICLES AND OTHER MATTERS RELATED THERETO

WHEREAS, Bluffton Town Council (the "*Council*") is the governing body of the Town of Bluffton ("*Town*") and to the best of its ability, approves and establishes laws and ordinances for the health, safety, and general welfare of the Town and its residents; and,

WHEREAS, effective May 22, 2025, the South Carolina Code of Laws Section 56-2-90 was amended to allow local jurisdictions to adopt ordinances regulating the operation of golf carts as it relates to hours and locations, requiring certain passengers to wear safety belts, and other matters related thereto; and,

WHEREAS, use of golf carts, low speed vehicles and utility terrain vehicles (collectively hereinafter "*Specialized Vehicles*") have become beloved and practical modes of transportation for many residents of the Town, particularly in the area commonly known as Old Town Bluffton, where their use contributes to the unique charm of the community, enhances access to locally owned businesses and restaurants, and supports the vitality of the local economy; and,

WHEREAS, establishing rules of operation for Specialized Vehicles such as times of operation, prohibiting use on certain roadways, and requiring certain passengers to wear safety belts will further promote community engagement, improve accessibility, and enhance the quality of life for residents and visitors alike; and,

WHEREAS, the Council has determined that it is in the best interests of the citizens and visitors of the Town to adopt the ordinance as shown in "Exhibit A", attached hereto and incorporated herein by reference, which promotes safety and allows for improved and optimized usage of Specialized Vehicles within the Town.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, AS FOLLOWS:

1. ***Amendment.*** Chapter 26 of the Town Code is amended as shown in "Exhibit A", attached hereto and incorporated herein by reference, whereby the newly added language is illustrated with an underline and deleted language is illustrated with ~~strikethrough.~~

2. ***Severability.*** Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

3. ***Repeal.*** All ordinances or parts of ordinances in conflict with this Ordinance, or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this Ordinance full force and effect.

4. ***Effective Date.*** This Ordinance shall be effective immediately upon its adoption by the Town Council of the Town of Bluffton, South Carolina.

DONE, RATIFIED and ENACTED this _____ day of _____, 2025.

This Ordinance was read and passed at first reading on _____, _____, 2025.

_____
Larry C. Toomer, *Mayor*
Town of Bluffton, South Carolina

_____
Marcia Hunter, *Town Clerk*
Town of Bluffton, South Carolina

This Ordinance was read and passed at Second reading on _____, _____, 2025.

_____
Larry C. Toomer, *Mayor*
Town of Bluffton, South Carolina

_____
Marcia Hunter, *Town Clerk*
Town of Bluffton, South Carolina

EXHIBIT A

Sec. 26-52 – Specialized Vehicles

(a) **Definitions.** For purposes of this Section the terms are defined as follows:

i. *Golf Cart* means a four-wheeled motor vehicle whose speed attainable in one mile is no more than twenty miles per hour (20 mph) on a paved level surface.

ii. *Low Speed Vehicle* (*LSV*) means a four-wheeled motor vehicle whose speed attainable in one mile is more than twenty miles per hour (20 mph) and not more than twenty-five miles per hour (25 mph) on a paved level surface. The gross vehicle weight rating (GVWR) of an LSV must be less than three thousand pounds; to include modified golf carts.

iii. *Public Roadway* means any road that is controlled and maintained by the Town or another public authority and is accessible for vehicular use by the general public.

iv. *Specialized Vehicle* means a motorized vehicle limited to golf carts, low speed vehicles and utility terrain vehicles.

v. *SCDMV* means the South Carolina Department of Motor Vehicles.

vi. *Utility Terrain Vehicle* (*UTV*) means a side-by-side, four-wheeled drive, off-road vehicle intended to transport individuals, cargo, or both with a top speed of over thirty-five miles an hour; a motor of at least four hundred and fifty cubic centimeters; eighty inches or less overall width; designed to travel on four or more wheels, two or four tracks, or combinations of four or more tracks and wheels; using a steering wheel for steering control; with a non-straddle seat; and with a Gross Vehicle Weight Rating of no more than four thousand pounds.

(b) **Required Registration and Insurance.**

i. *Registration.* Any Golf Cart or LSV operating on a Public Roadway shall be registered with SCDMV. Upon registering with the SCDMV, a valid permit decal must be displayed on the front left lower corner of the windshield.

ii. *Insurance*. Any Specialized Vehicle operating on a Public Roadway shall have proof of liability insurance in conformance with S.C. Code Ann. Sec. 38-77-140.

(c) **Required Equipment.** Any Specialized Vehicle operating on a Public Roadway must be equipped with a rearview mirror. Any Specialized Vehicle operated before sunrise and after sunset must, at a minimum, be equipped with functioning headlights, taillights, and turn signals.

i. *Seatbelts.* Any child under the age of twelve (12) must wear a seatbelt at all times when riding in a Specialized Vehicle being operated on a Public Roadway.

ii. *Safety Restraints.* Any child under the age of twelve (12) who are too small to safely be secured with a standard seatbelt must be otherwise safely and securely restrained while riding in a Specialized Vehicle. This may include, but is not limited to, the use of a child safety seat, harness system, or other secure method of restraint. It is permissible to use a device that safely secures an infant child to the body of an adult passenger whereby the device must allow for the adult to remain hands-free at all times. At no time may a child be held in an adult's arms or lap without being properly fastened by an independent restraint system or as otherwise described herein.

(d) **Operation Limitations.**

i. *Speed Limit.* Specialized Vehicles shall only be operated on Public Roadways where the posted speed limit does not exceed 35 miles per hour.

ii. *Roadway Restrictions*. Unless otherwise permitted in this Section, Specialized Vehicles are prohibited from:

a. Entering, operating or traveling in any roundabout, also commonly referred to as a traffic circle, and;
b. Entering, operating or traveling on any four-lane highway or four-lane parkway, but a Specialized Vehicle may cross over a four-lane highway or four-lane parkway at a light intersection only.

iii. *Exemption*. The operation limitations established in this Section do not apply to Specialized Vehicles being used for a public purpose including, but not limited to, maintaining or repairing publicly owned roadways, facilities or other infrastructure.

(e) **Operation on Public Roadway.** Specialized Vehicles are permitted to operate on Public Roadways at any time of the day in compliance with this Section. During daylight hours, turn signals or hand signals shall be used while operating a Specialized Vehicle on a Public Roadway. The use of a Specialized Vehicle on a Public Roadway is subject to all traffic laws and regulations applicable to the operation of motor vehicles, and any violation may result in penalties as established by law.

The operator of a Specialized Vehicle must be at least sixteen (16) years of age with a valid driver's license and while operating on a Public Roadway have in their possession as follows:

i. Operator of a Golf Cart or LSV.
   a. The registration certificate issued by the SCDMV; and,
   b. Proof of liability insurance; and,
   c. A valid driver's license.

ii. Operator of a UTV.
   a. Proof of liability insurance for the UTV; and,
   b. A valid driver's license.

(f) **Severability**. Should any section, clause or provision of these regulations be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of these regulations as a whole or any part thereof other than the part declared to be unconstitutional or invalid; each section, clause or provision hereof being declared severed.

(g) **Penalty**. Any person found in violation of the provisions of this Section shall be deemed guilty of a misdemeanor and shall be subject to a fine not to exceed $500.00 or imprisonment not to exceed thirty (30) days.

Sec. 26-5~~2~~3. – Penalty.

The penalty for a violation of sections 26-50 and 26-51 may be confiscation of said bicycle until a fine which may be imposed by the Municipal Court is paid.

Secs. 26-5~~3~~4-26-77.- Reserved.

South Carolina General Assembly
126th Session, 2025-2026

A64, R92, H3292

STATUS INFORMATION

General Bill
Sponsors: Reps. Hixon, Pedalino, W. Newton, Forrest, B.L. Cox, Erickson, Taylor, Hartz, Atkinson and Pace
Document Path: LC-0063CM25.docx

Introduced in the House on January 14, 2025
Introduced in the Senate on February 18, 2025
Last Amended on May 7, 2025
Currently residing in the House
Governor's Action: May 22, 2025, Signed

Summary: Golf carts

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
12/5/2024	House	Prefiled
12/5/2024	House	Referred to Committee on **Education and Public Works**
1/14/2025	House	Introduced and read first time (House Journal-page 157)
1/14/2025	House	Referred to Committee on **Education and Public Works** (House Journal-page 157)
1/16/2025	House	Member(s) request name added as sponsor: B.L. Cox
2/4/2025	House	Member(s) request name added as sponsor: Erickson, Bradley
2/5/2025	House	Member(s) request name removed as sponsor: Bradley
2/6/2025	House	Committee report: Favorable **Education and Public Works** (House Journal-page 11)
2/11/2025	House	Member(s) request name added as sponsor: Taylor, Hartz, Atkinson
2/11/2025		Scrivener's error corrected
2/12/2025	House	Debate adjourned until Thur., 2-13-25 (House Journal-page 83)
2/13/2025	House	Member(s) request name added as sponsor: Pace
2/13/2025	House	Read second time (House Journal-page 18)
2/13/2025	House	Roll call Yeas-98 Nays-1 (House Journal-page 18)
2/13/2025	House	Unanimous consent for third reading on next legislative day (House Journal-page 19)
2/18/2025	Senate	Introduced and read first time (Senate Journal-page 8)

2/18/2025	Senate	Referred to Committee on **Transportation** (Senate Journal-page 8)
5/1/2025	Senate	Committee report: Favorable with amendment **Transportation** (Senate Journal-page 14)
5/6/2025	Senate	Committee Amendment Adopted (Senate Journal-page 68)
5/6/2025	Senate	Read second time (Senate Journal-page 68)
5/6/2025	Senate	Roll call Ayes-44 Nays-0 (Senate Journal-page 68)
5/7/2025	Senate	Amended (Senate Journal-page 40)
5/7/2025	Senate	Read third time and returned to House with amendments (Senate Journal-page 40)
5/7/2025	Senate	Roll call Ayes-42 Nays-1 (Senate Journal-page 40)
5/8/2025	House	Concurred in Senate amendment and enrolled (House Journal-page 98)
5/8/2025	House	Roll call Yeas-105 Nays-6 (House Journal-page 98)
5/20/2025		Ratified R 92
5/22/2025		Signed By Governor
5/27/2025		Effective date 05/22/25
5/27/2025		Act No. 64

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VERSIONS OF THIS BILL

12/05/2024
02/06/2025
02/11/2025
05/01/2025
05/06/2025
05/07/2025
(A64, R92, H3292)

AN ACT TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY ADDING SECTION 56-2-90 SO AS TO PROVIDE FOR THE REGISTRATION AND OPERATION OF GOLF CARTS ALONG THE STATE'S PUBLIC HIGHWAYS, TO PROVIDE MUNICIPALITIES AND COUNTIES MAY ADOPT ORDINANCES TO REGULATE THE OPERATION OF GOLF CARTS WITHIN THEIR JURISDICTIONS, AND TO PROVIDE CERTAIN PASSENGERS MUST WEAR SAFETY BELTS; AND TO REPEAL SECTION 56-2-105 RELATING TO THE REGISTRATION AND OPERATION OF GOLF CARTS.

Be it enacted by the General Assembly of the State of South Carolina:

Golf carts

SECTION 1. Article 1, Chapter 2, Title 56 of the S.C. Code is amended by adding:

Section 56-2-90. (A) To operate a vehicle commonly known as a golf cart on a public highway, the owner must obtain a permit decal and registration certificate from the Department of Motor Vehicles. Proof of ownership, proof of liability insurance, and payment of a five-dollar fee must be provided. The permit decal must be replaced every five years, or at the time the owner changes his address, whichever is sooner.

(B) A person operating a golf cart on a public highway must be at least sixteen years of age, hold a valid driver's license, and have in his possession:

(1) the registration certificate;

(2) proof of liability insurance in conformance with Section 38-77-140; and

(3) his driver's license.

(C) A municipality or a county within its unincorporated portions, may:

(1) by ordinance stipulate the hours, methods, and locations of golf cart operations, provided that golf carts may be operated only on a highway where the speed limit is thirty-five miles per hour or less;

(2) by ordinance permit the operation of golf carts at night, provided that golf carts are equipped with working headlights and taillights, and provided that golf carts may be operated only on a highway where the speed limit is thirty-five miles per hour or less; and

(3) on the shoulder of primary highways, secondary highways, streets and roads, designate separate golf cart paths for the purpose of golf cart transportation, provided that:

(a) the municipality or county obtains the necessary approvals, if any, to create golf cart paths; and

(b) the golf cart path is:

(i) separated from the traffic lanes by a hard concrete curb;

(ii) separated from the traffic lanes by parking spaces; or

(iii) separated from the traffic lanes by a distance of four feet or more.

(4) not require proof of property ownership or proof of long-term rental agreement within the municipality or a county within its unincorporated portions as a requirement in which to receive a decal to operate a golf cart within its limits.

(D) In the absence of an ordinance enacted pursuant to subsection (C), a permitted golf cart may:

(1) be operated only during daylight hours;

(2) be operated only on a secondary highway where the speed limit is thirty-five miles per hour or less;

(3) be operated only within four miles of the address on the registration certificate, or only within four miles of a point of ingress and egress of a gated community if the address is within a gated community; and

(4) cross a highway at an intersection where the speed limit is more than thirty-five miles an hour.

(E) Each golf cart passenger that is under the age of twelve years old, when it is being operated on the public streets and highways of this State, must wear a fastened safety belt.

Repeal

SECTION 2. Section 56-2-105 of the S.C. Code is repealed.

Time effective

SECTION 3. This act takes effect upon approval by the Governor.

Ratified the 20th day of May, 2025.

Approved the 22nd day of May, 2025.

TOWN COUNCIL

STAFF REPORT
Growth Management

MEETING DATE:	August 12, 2025
PROJECT:	Consideration and Direction on Potential Amendments to the Town of Bluffton Code of Ordinances, Chapter 23, Unified Development Ordinance (UDO), Article 5 – Design Standards - Accessory Buildings
PROJECT MANAGER:	Kevin Icard, AICP Director of Growth Management

REQUEST: The Department of Growth Management seeks input and direction from Town Council regarding the use of unenclosed carports within Old Town.

PREVIOUS WORKSHOPS: Workshops have been held by both the Planning Commission (PC) and the Historic Preservation Commission (HPC) to discuss potential amendments. No clear direction was provided from either commission. Opinions varied, as well.

In April 2025, Staff facilitated a workshop with Town Council to discuss and request direction on how to move forward. Council provided valuable insight and gave general directions for staff to move forward. A summary of the comments is listed below.

Overall Intent

- Regulations should be guided by common sense and practicality, ensuring they do not create unnecessary burdens for residents, particularly long-term homeowners.
- There is broad agreement that carports should be treated as a separate building classification, distinct from Carriage Houses or sheds.
- Any regulatory changes must be sensitive to and supportive of the Historic District designation and the character of Old Town.

Design and Compatibility

- Design guidelines should focus on appropriate scale, size, and height (measured in feet rather than stories), ensuring that carports do not overwhelm primary structures or disrupt the neighborhood aesthetic.
- Council expressed a desire to maintain visual diversity and avoid uniformity by allowing carports that reflect the eclectic nature of the district.
- Visual screening, such as louvers or buffer plantings, should be considered to reduce the visual impact on adjacent properties.

Functionality and Use

- Carports must be restricted to residential use only, with no commercial activity permitted.
- Structures should be functional enough to accommodate typical resident needs—e.g., space

for two vehicles, a boat, and/or a golf cart.
- The inclusion of utilities such as electrical outlets for golf carts and water spigots was generally supported.
- Access and orientation should be thoughtfully planned; for example, designs that require "sideways" parking may not be practical.

Lot and Zoning Considerations
- Regulations should be flexible enough to accommodate various lot sizes and configurations, with potential allowances for carports near property lines in cases where space is limited.
- Setbacks and existing non-conforming conditions should be carefully evaluated, with possible tailored approaches for unique or constrained sites.

Construction Standards
- Consider whether carports should be required to meet hurricane resistance standards.
- Allow continued use of pre-fabricated structures where already in place, but establish minimum design standards for new installations.
- Tree preservation and landscaping impacts should be addressed during planning and review.
- All proposed structures must comply with relevant building codes, particularly regarding proximity to adjacent structures or property boundaries.

Community Engagement and Next Steps
- Additional public input is needed to ensure that regulations reflect community values and practical realities.
- Council encourages Staff to develop regulatory options and design concepts for future review and discussion

Based on the direction provided, staff is proposing the following amendments to the UDO to regulate these structures.

- Does Town Council want to implement a "Maximum Lot Coverage" based in the Building Type and Zoning District that a property is located in?

    - **Lot coverage**. The portion of the lot covered by any structure or constructed element that impedes infiltration of stormwater into the ground or disrupts vegetated surfaces. For purposes of lot coverage standards, structures or constructed elements that allow some infiltration, such as decks, patios and driveways, porous pavers or concrete, or other elements that disturb ground cover shall be counted towards the total surface coverage unless they demonstrate they are a functional and integral part of a stormwater system and best management practice in Article 5, Design Standards.

    - Maximum lot coverage regulations are crucial for maintaining a balance between built and open spaces, promoting environmental sustainability, and preserving neighborhood character. They limit the percentage of a lot that can be covered by buildings and other impervious surfaces, thus ensuring adequate green space, managing stormwater runoff, and preventing overcrowding.

- Does Town Council want to create a new Building Type titled Carport? If so, below is a breakdown of the proposed regulations.

    - Regulated to Residential properties only and must have an existing principal structure on the lot.
    - Have a maximum 600 square foot footprint, however, it cannot exceed the maximum lot coverage based on the principal building type.
    - Carports can be no taller than the principal structure or 18' whichever is less.
    - No solid walls would be allowed.
    - No more than 2 sides may be enclosed with louvered or horizontal panels or siding.
    - Limited power and no internal plumbing (external hose bib/spigot are acceptable).
    - Carport placement is at the rear of the lot or at a minimum 20' behind the front plane of the principal structure.
    - No more than one carport allowed on a lot.

NEXT STEPS: If Town Council agrees with the suggested changes, staff will present the proposed amendments to both the HPC and PC at workshops before returning to Town Council for a first reading and public hearing/second reading. While the HPC does not have the authority to make a formal recommendation on edits to the UDO, Town Staff finds it beneficial to received feedback from them. Staff will also make every effort to receive public input during these workshops.

ATTACHMENTS:

1. Proposed UDO Edits
2. April 2025 Town Council Workshop Packet

Section 5.15.8.R. Carports

General: Residential Detached Accessory Structure

Size Range: Maximum 600 SF, however, cannot exceed maximum lot coverage based on principal building type

Maximum Footprint: 600 SF

Height: No taller than the principal structure or 18’ whichever is less.

Characteristics:

- No solid walls
- No more than 2 sides made be enclosed with louvered or horizontal panels or siding
- Limited power is allowed
- No internal plumbing
- Placement in rear of lot or at a minimum of 20’ behind the front plane of the principal structure
- Columns, Posts and Roof material to be consistent with residential character
- Not allowed on commercial or mixed-use lots
- Only one allowed per lot
- Must have a principal structure to meet requirement

Section 5.15.5.A Neighborhood Core Historic District

Neighborhood Core Building Type Requirements:	Front Build-to Zone	Lot Width Lot Width	Frontage Requirement	Setback *(from rear property line)*	Side Setback *(from side property lines)*	Height *(in stories)*	Maximum Lot Coverage
Main Street Building	10'-20'	50'-100'	70% - 90%	25'	5'	2-3	80%
Commercial Cottage	10'-15'	50'-75'	40% - 70%	25'	8'	1-1.5	80%
Live-Work Sideyard	10'-15'	50'-65'	50% - 75%	25'	5'	2-2.5	80%
Duplex	10'-15'	55'-70'	N/A	25'	5'	2-3	75%
Triplex	10'-15'	70'-100'					75%
Mansion Apartment House	10'-25'	60'-80'	N/A	25'	5'	2-2.5	70%
Civic Building	10'-25'	N/A	N/A	N/A	5'	2.5	80%
Carriage House	See Sec. 5.15.8.F. for placement and other requirements			5'	5'	1-2	
Additional Building Types	10'-25'	50'-100'	TBD by UDO Admin.	25'	5'	2-3	80%

Section 5.15.5.B Neighborhood Center Historic District

Neighborhood Center Building Type Requirements:	Front Build-to Zone	Lot Width	Frontage Requirement	Setback *(from rear property line)*	Side Setback *(from side property lines)*	Height *(in stories)*	Maximum Lot Coverage
Main Street Building	10'-25'	50'-80'	75% - 90%	25'	8'	2-2.5	80%
Commercial Cottage	10'-20'	50'-60'	50% - 70%	25'	8'	1-1.5	80%
Live-Work Sideyard	5'-10'	50'-60'	40% - 75%	25'	8'	1.5-2.5	80%
Duplex	10'-15'	55'-70'	N/A	25'	8'	1.5-2.5	75%
Triplex	10'-15'	70'-100'					75%
Mansion Apartment House	10'-25'	60'-80'	N/A	25'	10'	2-2.5	70%
Main Street Building	10'-25'	50'-80'	75% - 90%	25'	8'	2-2.5	65%
Carriage House	See Sec. 5.15.8.F. for placement and other requirements			5'	5'	1-2	65%
Cottage	10'-15'	50'-60'	N/A	25'	8'	1-1.5	65%
Medium House	5'-15'	50'-60'	N/A	25'	8'	1-2	65%
Village House	10'-15'	50'-60'	N/A	25'	8'	2-2.5	65%
Sideyard House	10'-15'	50'-65'	N/A	25'	8'	2-2.5	65%
Vernacular House	10'-20'	60'-80'	N/A	25'	10'	1.5	65%
Civic Building	10'-25'	N/A	N/A	N/A	8'	2	80%
Additional Building Types	10'-25'	50'-100'	TBD by the UDO Admin	25'	8'	1-2.5	80%

Section 5.15.5.C Neighborhood General Historic District

Neighborhood General Building Type Requirements:	Front Build-to Zone	Lot Width	Frontage Requirement	Setback *(from rear property line)*	Side Setback *(from side property lines)*	Height *(in stories)*	Maximum Lot Coverage
Carraige House	See Sec. 5.15.8.F. for Placement and other requirements.			5’	5’	1-2	
Live-Work Sideyard	10’-20’	50’-100’	N/A	25’	10’	1-2.5	**60%**
Commercial Cottage	10’-20	50’-100’	N/A	25’	10’	1-1.5	**60%**
Bungalow Court	10’-20’	60’-100’	N/A	25’	15’	1-1.5	**65%**
Cottage	10’-20’	50’-60’	N/A	25’	10’	1-1.5	**60%**
Medium House	10'-20'	50'-60'	N/A	25'	10'	1-2	**60%**
Village House	10’-20’	50’-65’	N/A	30’	15’	2-2.5	**60%**
Sideyard House	10’-15’	50’-65’	N/A	30’	5’	2	**60%**
Vernacular House	10’-20’	60’-100’	N/A	30’	15’	1.5	**60%**
Center Hall House	15’-25’	70’-100’	N/A	30’	15’	2-2.5	**60%**
Civic Building	10’-35’	N/A	N/A	N/A	10’	2	**80%**
Additional Building Types	10’-20’	50’-100’	N/A	25’	10’	1-2.5	**70%**

Section 5.15.5.D Neighborhood Conservation Historic District

Neighborhood Conservation Building Type Requirements:	Front Build-to Zone	Lot Width	Frontage Requirement	Setback *(from rear property line)*	Side Setback *(from side property lines)*	Height *(in stories)*	Maximum Lot Coverage
Carriage House	See. Sec. 5.15.8.F for placement and other requirements			5’	5’	1-2	
Cottage	10’-20’	50’-60’	N/A	30’	10’	1-1.5	**60%**
Medium House	10'-20'	50'-70'	N/A	30'	10'	1-2	**60%**
Village House	10’-20’	50’-70’	N/A	30’	10’	2-2.5	**60%**
Vernacular House	15’-25’	60’-100’	N/A	30’	10’	1.5	**60%**
Center Hall House	20’-35’	80’-100’	N/A	30’	15’	2-2.5	**60%**
Civic Building	15’-40’	N/A	N/A	N/A	10’	1.5	**80%**
Additional Building Types	10’-35’	50’-100’	N/A	30’	10’	1 - 2.5	**70%**

Section 5.15.5.E Riverfront Edge Historic District

Riverfront Edge Building Type Requirements:	Riverfront Build-to Zone	Lot Width	Frontage Requirement	Setback *(from rear property line)*	Side Setback *(from side property lines)*	Height *(in stories)*	Maximum Lot Coverage
Carriage House	See Sec. 5.15.8.F. for placement and other requirements	N/A	N/A	5’	10	1-2	
Cottage	≥150’ Perpendicular to, and in a horizontal plane from, the OCRM line	≥60’	N/A	20’	10’	1-1.5	**50%**
Vernacular House	≥150’ Perpendicular to, and in a horizontal plane from, the OCRM line	≥75’	N/A	20’	20’	1.5	**50%**
Center Hall House	≥150’ Perpendicular to, and in a horizontal plane from, the OCRM line	≥75’	N/A	20’	20’	2-2.5	**50%**
River House	≥150’ Perpendicular to, and in a horizontal plane from, the OCRM line	≥75’	N/A	20’	20’	1.5-2	**50%**
Civic Building	15’-50’	≥60’	N/A	N/A	15’	1.5	**80%**
Additional Building Types	≥150’ Perpendicular to, and in a horizontal plane from, the OCRM line	≥60’	N/A	20’	20’	1-2.5	**50%**

TOWN COUNCIL

STAFF REPORT
Growth Management

MEETING DATE:	April 8, 2025
PROJECT:	Consideration and Direction on Potential Amendments to the Town of Bluffton Code of Ordinances, Chapter 23, Unified Development Ordinance, Article 5 – Design Standards - Accessory Buildings
PROJECT MANAGER:	Kevin Icard, AICP Director of Growth Management

REQUEST: The Department of Growth Management seeks input and direction from Town Council regarding the use of unenclosed carports within Old Town.

HISTORY: A property owner within Old Town Bluffton Historic District was cited by the Town of Bluffton for erecting a stand-alone metal canopy/carport without an approved Certificate of Appropriateness-Historic District (COFA-HD) as required by the Unified Development Ordinance (UDO), and without an approved building permit (see below photo). The owner seeks to correct the UDO violation through a separate zoning text amendment as further explained in the Background section of this memo.



PREVIOUS WORKSHOPS: Workshops have been held by both the Planning Commission and the Historic Preservation Commission (HPC) to discuss potential amendments. No clear direction was provided from either commission. Opinions varied, as well.

BACKGROUND: The property receiving the violation includes an existing two-story single-family residence and an existing detached two-story Carriage House in the rear of the property. Over the years, as shown on Google Street View, the area adjacent to the south side of Carriage House and the property line has been used for unenclosed and uncovered storage of vehicles and watercraft. It is

within this area where a metal canopy/carport was installed without Town approval. Per the UDO, this structure requires an approved COFA-HD from the HPC and an approved building permit.

A Notice of Violation by the Town of Bluffton was the impetus for a text amendment application by the property owner. While specific text language was not proposed, the owner would like for Town Council to "…include regulations and guidelines…" to allow carports. The owner provided additional information in a written narrative to support an amendment (Attachment 2).

Photos of some existing metal canopies/carports located in Old Town are provided in Attachment 3. The first photo is the subject property and was provided by Town Staff. Without research on each canopy/carport, it is not possible to know their legal status, including those that are legally non-conforming (i.e., grandfathered). Grandfathered metal carports are those that existed before the UDO was adopted on August 10, 2011.

CARPORTS IN OLD TOWN PRIOR TO ADOPTION OF THE UDO: Throughout Old Town, carports exist that were erected prior to the adoption of the UDO. These carports typically cover passenger vehicles and small boats and size-wise, are small, low in height and unenclosed. They have been part of Old Town's built environment for decades and are less expensive than stick-built fully enclosed structures to erect, especially prefabricated metal carports. The photos below are examples of long-time carports in Old Town provided by the property owner.

When the UDO was adopted in 2011, architectural requirements in Old Town no longer allowed prefabricated structures as shown in the left photo, but the example in the right photo would be allowed. As a building form-based code was adopted for Old Town, the intent was to elevate architectural requirements for Old Town. All buildings are classified as a "building type" and must comply with the related architectural requirements.





HOW THE UDO REGULATES "CARPORTS": In Old Town Historic District, carports are regulated as a Carriage House building type. Within Old Town, a form-based code approach is used to regulate buildings by specified types that vary by zoning district (UDO Sec. 5.15.8). When located in an accessory structure that is 121 to 1,200 square feet, uses such as garages, carports, workshops, and accessory dwelling units (or some combination thereof) are classified as a Carriage House building type. Unenclosed carports with metal roofs would also be classified as a Carriage House and must comply with the design standards in UDO Sec. 5.15. Additionally, only one Carriage House is permitted on a lot that is not within the Riverfront Edge-Historic District zone (where two Carriage Houses are

allowed). The RV-HD zoning district includes most of the large, long, narrow properties on the May River.

Because the property subject to the requested amendment is in the NG-HD district and has an existing Carriage House, a second Carriage House (i.e., the metal carport) is not permitted even if it complies with the applicable design standards of UDO Sec. 5.15.

QUESTIONS FOR TOWN COUNCIL: For over 13 years, there have been established standards for Carriage Houses and compliance by property owners who have completed the application process. Amending the UDO to allow the property owner to maintain the unapproved carport (Carriage House) has policy implications that should be considered. Therefore, Town Staff seeks direction from Council to guide the preparation of possible UDO amendments. Among the questions to be considered:

- Should the existing Carriage House requirements be retained and no action taken by Town Staff?
- Should carports be classified as a separate building type (i.e., no longer subject to the Carriage House requirements)?
- If carports are a separate building type, is it still acceptable to have a Carriage House on the same lot? Presently, a lot may include the main building, a Carriage House, and three other accessory structures (classified as “Garden Sheds” that are less than 121 square feet) on the same lot.
- If carports are desired, are prefabricated structures permissible or must they be stick-built with some minimum design requirements (minimum roof pitch, specified roof materials and posts as shown in the below photo)? Should there be maximum footprint and height requirements?
- Should carports be allowed only in certain zoning districts? Should there be a minimum lot size?
- If prefabricated carports are to be allowed, should they be permitted for any property owner, or only for those who had an existing prefabricated structure that may have been damaged or destroyed or when an upgraded carport is desired?



Source: architecturaldesigns.com

NEXT STEPS: If Town Council desires to allow carports within Old Town, Town Staff will draft UDO based on the guidance received. The amendments will be presented to the HPC and Planning Commission at workshops before returning to Town Council for a first reading and public hearing/second reading. It is anticipated that the first reading would occur in July.

ATTACHMENTS:

1. Narrative from Property Owner Requesting Amendment
2. Photos

Keith Fisher
41 Thomas Heyward Street
Bluffton, SC 29910
Keithfisher.843@gmail.com
843-683-1975
September 20, 2024

Bluffton Town Counsel
Bluffton Town Hall
Bluffton, SC 29910

Dear Members of the Bluffton Town Counsel,

Re: Request for Inclusion of Carports in the Unified Development Ordinance (UDO)

I am writing to formally request that Bluffton Town Counsel consider amending the current Unified Development Ordinance (UDO) in include regulations and guidelines for the construction of the carports with the town limits. As it stands, carports are explicitly addressed in the UDO, creating uncertainty for residents who may wish to construct such structures on their property.

Carports provide an affordable and practical solution for protecting vehicles from weather-related damage while preserving the open aesthetic of a property. I believe that allowing carports with clearly defined guidelines would benefit homeowners, enhance property value and maintain the community's visual appeal.

Key Reason for the Requested Change:

1. **Protection for Property**: Carports provide essential coverage for vehicles, reducing the impact of sun, rain and other elements. This can extend the lifespan of vehicles and reduce maintenance costs for residents.
2. **Affordability**: Compared to enclosed garages, carports are a cost-effective option for homeowners seeking vehicle protection without the expense or space required for a traditional garage.
3. **Aesthetic and Community Impact:** Thoughtful guidelines regarding size, material, and placement can ensure that carports are built in harmony with existing community standards, preserving Bluffton's visual character.

I respectfully ask that the Town Counsel review this proposal and consider drafting provisions within the UDO that would allow the construction of carports under appropriate regulations. I am happy to provide further input, participate in discussions, or attend hearings to support the consideration of this request

Thank you for your time and attention to this matter. I look forward to the opportunity to collaborate in improving the UDO for the benefits of our community. Please feel free to contact me at your earliest convenience if additional information is needed.

Sincerely,

Keith Fisher
41 Thomas Heyward Street
Bluffton, SC 29910
Keithfisher.843@gmail.com
843-683-1975


Subject Property
SOLITUDE









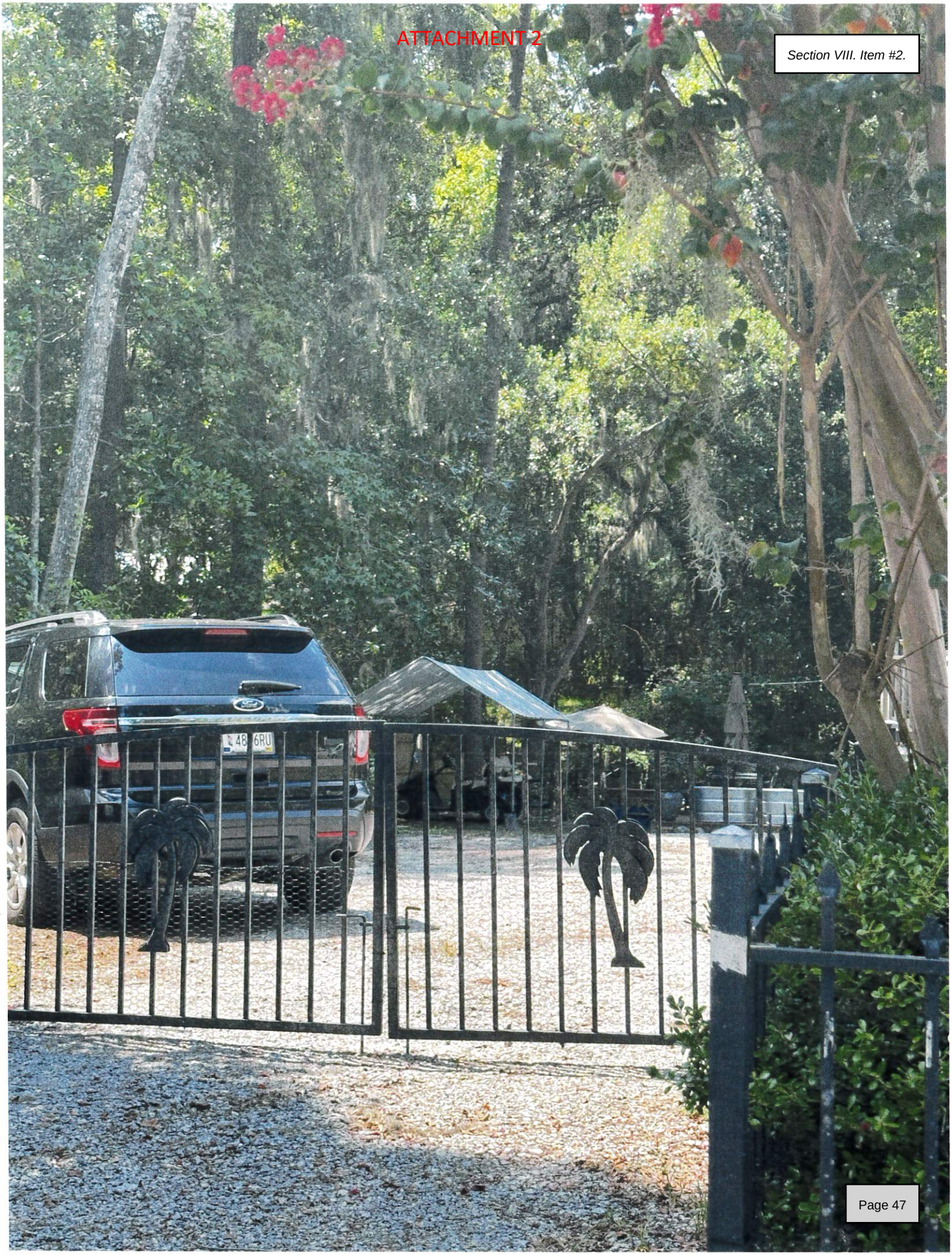





Visitor's Center
Coves


4X4
KJR 365






Google
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Workshop Regarding Accessory Structures (Carports) in Old Town Bluffton Historic District

April 8, 2025
Department of Growth Management
Kevin Icard, AICP

Issue

An Old Town Bluffton Historic District resident requested a text amendment to the Unified Development Ordinance (UDO) to allow an existing stand-alone metal canopy/carport that was erected without an approved Certificate of Appropriate-Historic District (COFA-HD) or an approved building permit. The resident did not provide proposed text but asks that the UDO “include regulations and guidelines.”

Since adoption of the UDO in 2011, carports that are at least 121 square feet are classified as Carriage Houses and must comply with the requirements of the Carriage House Building Type, including not exceeding the maximum size (1200 sf) and footprint (800 sf), as well as design requirements, which includes being smaller than the main structure.

Carports Prior to UDO Adoption in 2011

- Typical carports were used to cover passenger vehicles and small boats, and often pre-fabricated.
- Size-wise, carports are typically smaller than the main residence, lower in height, and unenclosed.
- Most carports (now referred to as Carriage Houses) existing prior to the UDO adoption are nonconforming as to the design requirements of the UDO.
- The UDO does not provide relief to allow in-kind replacement of pre-2011 carports due to damage or deterioration.





Carports Post UDO Adoption

- Carports referenced as a Carriage House building type (emphasis on design rather than use)
- In all zoning districts except the Riverfront Edge-HD, only one (1) Carriage House is permitted per lot. The subject property is zoned Neighborhood General-HD.
- The subject property already had an existing approved Carriage House (garage and accessory dwelling unit) before the carport was erected.
- A UDO amendment to allow the below scenario would affect the entirety of Old Town and implications must be considered.



Subject Property

Historic Preservation Commission Workshop

November 6, 2024

- Concerns regarding pre-fabricated carports not meeting UDO regulations.
- Discussed that restrictions should be in place for size and materials used.
- Consideration for based details for columns and pitch of roof.
- Consideration is needed to differentiate Carriage House and Carports.
- Unintended consequence, commercial properties creating additional square footage.
- Concerns that the mass and scale will overpower the carriage house.

Planning Commission Workshop

October 23, 2024

- Need to define what is a Carport and clearly state how it's designed.
  - Unenclosed Structure & Canopy Metal
  - Consider restricting the maximum height (single story?), structure must be secondary in nature.
  - Consideration of the location on the lot.
  - Square Footage – less than the footprint of Carriage House, no more than 400 SF
- Concern that we are being overly restrictive.
- Need to limit the number to one, if enclosed, it's a violation.
- Consider regulations that don't allow power or plumbing.

Considerations

1. Compliance with the Carriage House requirements has been achieved by other property owners for over 13 years, should the existing standards be retained?

2. Should unenclosed carports be classified as a separate building type and no longer subject to the Carriage House requirements?

3. How many structures are appropriate per lot? If carports are a separate building type, should it remain acceptable to have a Carriage House on the same lot (in addition to the main structure and up to three buildings (“garden sheds”) that are less than 121 square feet? Could this affect Old Town’s tree canopy?

Considerations

4. Should carports be allowed only in certain zoning districts and on lots of a minimum size?
5. Would pre-fabricated carports be acceptable, or should there be some minimal design requirements?
6. If pre-fabricated carports are to be allowed, should they be permitted for any property owner, or only for those who had an existing, legally non-conforming prefabricated that may need replacement due to deterioration or damage?
7. Any other concerns of Town Council?



Source: architecturaldesigns.com

QUESTIONS & DISCUSSION

TOWN COUNCIL

STAFF REPORT
Growth Management Department

MEETING DATE:	August 12, 2025
PROJECT:	Consideration of requests by Livewell Terrace L.P. (Woda Cooper Group), with authorization from the Property Owner Beaufort Memorial Hospital, for the 100% affordable/workforce housing project to be known as Livewell Terrace located at 335 Buckwalter Parkway and identified as Beaufort County Tax Map No. R610 030 000 0712 0000 for the following: A. Ordinance approving the acquisition of residential development rights in the amount of sixty (60) Residential Dwelling Units ("RDUs") owned by the Town of Bluffton and held in the Town's Development Rights Bank pursuant to the Transfer of Development Rights Ordinance; B. Ordinance approving an amendment to the Buckwalter Planned Unit Development ("PUD") Development Agreement to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus; and C. Ordinance to approve an amendment to the Buckwalter Planned Unit Development ("PUD") Concept Plan to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus. **PUBLIC HEARING**
PROJECT MANAGER:	Kevin Icard, AICP Director of Growth Management

REQUEST: Town Staff requests that Town Council consider Second and Final Reading of the Ordinances for the 100% affordable/workforce housing project to be known as Livewell Terrace located at 335 Buckwalter Parkway and identified as Beaufort County Tax Map No. R610 030 000 0712 0000 (the "Property") for the following requests:

A. Ordinance approving the acquisition of residential development rights in the amount of sixty (60) Residential Dwelling Units ("RDUs") owned by the Town of Bluffton and held in the Town's Development Rights Bank pursuant to the Transfer of Development Rights Ordinance (Attachment 1);

B. Ordinance approving an amendment to the Buckwalter Planned Unit Development ("PUD") Development Agreement to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus (Attachment 3); and

C. Ordinance to approve an amendment to the Buckwalter Planned Unit Development ("PUD") Concept Plan to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus (Attachment 4).

BACKGROUND: Beaufort Memorial Hospital ("BMH") submitted a formal request (Attachment 1) to the Town of Bluffton Town Council to acquire 60 RDUs owned by the Town and held in the Town's Development Rights Bank (Attachment 2) which are associated with the Buckwalter Development Agreement at no cost via Transfer of Development Rights established by Town Ordinance 2007-19 (Attachment 3) ("TDR") to utilize for the construction of a 120 RDU multi-family development providing workforce and affordable housing as well as up to 6,000 square feet of medical facilities (the "Project") .

The subject property consists of 10.09 acres located at 335 Buckwalter Parkway and identified as Beaufort County Tax Map No. R610 030 000 0712 0000, (the "Property"). The Property and its associated 10.09 acres of general commercial development rights were initially sold by St. Andrew's by the Sea Methodist Church to Beaufort County pursuant to County Ordinance 2023-14 (Attachment 4) on May 8, 2024 for $3.2 Million (Attachment 5). The County then approved Ordinance 2024-36 which was later revised by County Ordinance 2025-08 (Attachment 6) authorizing the County to convey the property to BMH as well as set forth certain provisions for the use of the property. BMH took ownership of the property on April 17, 2025 (Attachment 7).

In addition to the 60 RDUs requested from the Development Rights Bank, BMH is seeking a 100% density bonus of 60 RDUs as their development will consist of 100% workforce and affordable housing. Density Bonuses are allowed pursuant to Section XIII.3 of the Buckwalter Development Agreement as an incentive for affordable housing as follows:

> *"Affordable Housing. Owner and the Town recognize the increasing need for affordable housing in the Bluffton area. Owner will encourage and use best efforts to promote affordable housing within Buckwalter Tract and in consideration therefore, the Town will define affordable housing and develop reasonable incentives to encourage the development of affordable housing within Bluffton. Reasonable incentives may include but not be limited to the elimination of Development Fees on affordable housing, and density increases within any given tract to allow developers to offset any negative economic impacts as a result of the development of affordable homes. Owner will consult with Town regarding incentives to encourage and promote affordable housing which would include but not be limited to price discounts, and land and density adjustments."*

As the Buckwalter Development Agreement does not provide guidance on the approval of density bonuses, the Town determined that Unified Development Ordinance, Section 6.5.4.C (Attachment 8) identifying the incentive ranges for a qualified project which allows a 100% density bonus to projects providing 100% affordable housing as follows:

Table 6.5.4: Density Bonus Incentive

Percentage of Workforce/Affordable Housing Units	Density Bonus
Minimum 25%	25%
26-50%	50%
51-75%	75%
76+%	100%

The acquisition of 60 RDUs from the Town's Development Rights Bank plus the 60 RDUs resulting from the approval of the density bonus will bring BMH's holdings to 120 RDUs and 10.09 acres of general commercial development rights. BMH has agreed to transfer to the Town the residual general commercial development rights after it is determined how many of their 10.09 acre holdings are necessary for the medical facilities on the Property.

These requests are supported by The Blueprint Bluffton Comprehensive Plan which serves as the vision for the Town of Bluffton and its partners in successfully guiding future development and improvements to preserve the Town's Lowcountry character and improve the quality of life. The plan provides an assessment of the current state of the Town, evaluates opportunities for public infrastructure investments and private development, and provides a roadmap for future decision making.

The State of South Carolina requires comprehensive plans to include nine topical sections and a tenth focused on implementation and priority investments. The Blueprint Bluffton plan assigns a broad goal for each section and a series of targeted objective statements to focus on the plan's recommendations. Section 5 Housing includes multiple objectives as it relates to Affordable and Workforce Housing.

H1.4 States the following: Foster relationships with non-profit groups and developers to assist in the development, construction, and/ or purchase of affordable housing units.

> *Building housing affordability in a fast-growing and attractive community runs counter to the market. Therefore, communities like Bluffton, and its host of non-profits, developers and other community actors, need to access resources to subsidize elements of the development process. This might relate to land costs, materials, permitting, construction, or entitlements. Because each market is different, the approach to building "affordability" is equally tailored. The Town has made significant progress in defining the local and*

regional needs and in identifying early policies and projects. The Town will continue to build relationships and serve as the facilitator for future deals through the Community Development Office of the Growth Management department.

H2.4 States the following: Incentivize private sector partners to develop diverse housing options within existing development agreements.

Bluffton is unique for its number of Planned Unit Developments (PUDs). A PUD allows development flexibility that improves design, permits a mix of certain uses, and helps preserve natural features. These agreements represent a negotiation outside of the traditional zoning and entitlement path where prospective developers present a master plan for development, access, use-mix, and other considerations. Most developments like these, are built over a decade or more. Over this period, the market can shift and the original plan may need to be amended. As PUD developers re-engage the Town with change requests, the Town can negotiate scaled improvements (affordable unit quotas, sidewalk or path connections, aesthetic improvements, etc.) to the overall plan. Through an ongoing discussion, the Town can ensure these communities continue to grow in a way that is both profitable for developers and helps the Town achieve its goals.

Town Council expressed their support of the Project and acquisition of the 60 RDUs from the Town's Development Rights Bank in a Resolution adopted on January 14, 2025 (Attachment 9) which includes the following provisions to provide clarification on certain terms the Town will require moving forward:

1. The 120 RDUs will be held in the Town of Bluffton's Development Rights Bank until such time as their release and assignment from the Town to BMH is necessary.

2. The release of RDUs will occur at time of Building Permit Application for each Multi-Family Structure in the amount equal to the number of units in said multi-unit structure. The RDUs will be transferred by Assignment of Rights and Obligations Under Development Agreement which shall be recorded with the Beaufort County Register of Deeds.

3. Affordable Housing Covenants shall be drafted and upon review and approval by the Town, will be recorded with the Beaufort County Register of Deeds and any future revisions will require approval by the Town Manager.

4. Use of the 120 RDUs, once assigned to BMH, shall be limited to the 10.09 acre property located at 335 Buckwalter Parkway and may not be transferred or utilized anywhere else within Buckwalter or the Town.

5. BMH shall transfer to the Town via an Assignment of Rights and Obligations Under Development Agreement recorded with the Beaufort County Register of Deeds, the residual general commercial development rights after it is determined how many of their 10.09 acre holdings are necessary for the medical facilities on the Property.

PLANNING COMMISSION WORKSHOP: Planning Commission held a Workshop on June 26, 2025, and had no additional comments or questions.

TOWN COUNCIL FIRST READING: Town Council held a first reading on the requests at a July 15, 2025, Special Meeting. They voted unanimously to approve the requests.

PLANNING COMMISSION RECOMMENDATION: Planning Commission held a Public Hearing on July 23, 2025, and voted unanimously to recommend approval for the requests. The Planning Commission stated during the meeting that they emphatically recommend this request for approval. They stated that this is housing that is desperately needed for the Town, and they look forward to seeing this come to fruition.

REVIEW CRITERIA & ANALYSIS: Following is an analysis of the criteria for each application. Due to the complexity of the numerous concurrent applications staff have included the Applicant's response and our findings for each criteria.

1. CONVEYANCE OF TOWN OWNED RESIDENTIAL DEVELOPMENT RIGHTS HELD IN THE TOWN'S DEVELOPMENT RIGHTS BANK

Town Staff, Planning Commission and Town Council are required to consider the criteria set forth in the TDR Ordinance Section IV in assessing an application requesting Town owned development rights from the Town's Development Rights Bank as follows:

After proper application, the Town may issue transferable Development Rights for such land and authorize their transfer in accordance with the section where the Town finds that issuance and transfer of the Development Rights will serve to implement the Comprehensive Plan. Factors and circumstances to be considered by the Town include, but are not limited to, moving Development Right Units or their or impacts away from waterways, alleviating crowded road conditions, decreasing impacts on schools, decreasing overall Town density, whether affordable housing will be promoted, the extent of the Mixed Use Development, and whether the Development Right Units are, in fact, usable where originally located.

The Future Land Use Map and Official Map, when adopted, will be guiding/reference tools during the review process. If the application is premised on a Mixed Use

Development, the Applicant must include public spaces, general and/or professional offices, retail, restaurant, hospitality, technology uses, residential units if integrated properly, government and/or civic uses, and similar uses. A Mixed Use Development must demonstrate a minimum of a Ten (10%) percent trip generation reduction on both peak hour and total daily trips as compared to the Maximum Commercial Plan. Any Development Rights issued pursuant to this section shall not be used on the property from which they derive, but may be used on any land designated as a RZ consistent with the Comprehensive Plan. Nothing in this Ordinance would guarantee a one-to-one ratio of Transferred Density Units from Sending Zone to Receiving Zone.

Any Density Units that are transferred pursuant to this Ordinance are specifically excluded and are not entitled to utilize any by-right transfer or conversion or divisions into fractional shares provisions that may be found in the Development Agreement applicable to the Receiving Zone. Residential Units transferred to pursuant to this Ordinance may not be transferred from the specific receiving zone to other areas within the receiving PUD or converted to commercial, or visa versa, without express approval of the Town Council, after going through the process set out in this Ordinance.

Further, the TDR Ordinance, Section VI, Development Rights Bank provides:

The Town may, but is not obligated to, utilize the Development Right Units it holds in the Development Rights Bank for conservation, affordable housing, economic development, or any other lawful valid governmental purpose.

Applicant Response: Pursuant to Section 6.6 of the UDO, Applicant seeks the Transfer of Development Rights from the Town's Development Rights Bank in the amount of sixty (60) RDUs and a 100% density bonus pursuant to Section 6.5.4 of the UDO for affordable/workforce housing. Applicant intends to develop an affordable housing apartment complex on the Property called Livewell Terrace. The development of the Property will include the following features:

a. Total number of units will be 120. This number assumes the 100% density bonus as described in Section 6.5.4 of the UDO is granted.

b. Units will be available to Beaufort County Memorial Hospital employees and any other persons seeking affordable housing.

c. Affordable Housing Description:

a. Number of Units by number of bedrooms: 30 one-bedroom units, 60 two-bedroom units, 30 three-bedroom units.

b. Unit Area Median Income Breakdown: 30 units restricted to 40% Area Median Income, 60 units restricted to 60% Area Median Income, 30 units restricted to 80% Area Median Income. Income restrictions to be proportionally divided by unit types and sizes.

c. All 120 affordable housing units to be developed in a single phase.

d. Affordable housing units to be available to anyone looking for housing pursuant to SC Housing requirements.

e. Annual rent and income limits are determined by the Area Median Income by unit size for Beaufort County. The U.S. Department of Housing and Urban Development ("HUD") determines the median income for each household size annually. Then for each income restricted unit, the household can earn an income no more than the restricted percentage of that median income. For example, a one-person household living in an 80% Area Median Income unit can earn no more than 80% of what HUD determines is the median income for a one-person household in Beaufort County to be eligible to live in the unit. The rent caps are then determined by HUD's assumption that each unit is occupied by 1.5 persons per bedroom. For example, a two-bedroom unit will have rent limits established under the assumption that a three-person household is living in the unit. This might not always be the case as SC Housing requires the occupancy standards to permit 1-2 persons per bedroom, so a two, three, or four person household would be permitted to live in a two-bedroom unit. The rents are then capped at 30% of the monthly income limit. So, in the example of a two-bedroom unit at 80% Area Median Income, the max rent will be determined by taking the three-person household median income, multiplying it by 80% to get the 80% Area Median Income, dividing by 12 to get the monthly income limit, and then multiplying by 30% to get the rent limit.

The above description includes details as to how a household qualifies in terms of income eligibility. In addition to this eligibility, background checks (including criminal, credit, etc.) are performed on every household to confirm qualification with the management team's occupancy requirements

Finding: Staff concurs that the request meets the necessary criteria. Further, Section VI of the TDR Ordinance supports the request as it provides that:

The Town may, but is not obligated to, utilize the Development Right Units it holds in the Development Rights Bank for conservation, affordable housing, economic development, or any other lawful valid governmental purpose.

2. DENSITY BONUS

Density Bonuses are allowed pursuant to Section XIII.3 of the Buckwalter Development Agreement as an incentive for affordable housing as follows:

"Affordable Housing. Owner and the Town recognize the increasing need for affordable housing in the Bluffton area. Owner will encourage and use best efforts to promote affordable housing within Buckwalter Tract and in consideration therefore, the Town will define affordable housing and develop reasonable incentives to encourage the development of affordable housing within Bluffton. Reasonable incentives may include but not be limited to the elimination of Development Fees on affordable housing, and density increases within any given tract to allow developers to offset any negative economic impacts as a result of the development of affordable homes. Owner will consult with Town regarding incentives to encourage and promote affordable housing which would include but not be limited to price discounts, and land and density adjustments."

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a. Total number of units will be 120. This number assumes the 100% density bonus as described in Section 6.5.4 of the UDO is granted.

b. Units will be available to Beaufort County Memorial Hospital employees and any other persons seeking affordable housing.

c. Affordable Housing Description:

   i. Number of Units by number of bedrooms: 30 one-bedroom units, 60 two-bedroom units, 30 three-bedroom units.

   ii. Unit Area Median Income Breakdown: 30 units restricted to 40% Area Median Income, 60 units restricted to 60% Area Median Income, 30 units restricted to 80% Area Median Income. Income restrictions to be proportionally divided by unit types and sizes.

d. All 120 affordable housing units to be developed in a single phase.

e. Affordable housing units to be available to anyone looking for housing pursuant to SC Housing requirements.

f. Annual rent and income limits are determined by the Area Median Income by unit size for Beaufort County. The U.S. Department of Housing and Urban Development ("HUD") determines the median income for each household size annually. Then for each income restricted unit, the household can earn an income no more than the restricted percentage of that median income. For example, a one-person household living in an 80% Area Median Income unit can earn no more than 80% of what HUD determines is the median income for a one-person household in Beaufort County to be eligible to live in the unit. The rent caps are then determined by HUD's assumption that each unit is occupied by 1.5 persons per bedroom. For example, a two-bedroom unit will have rent limits established under the assumption that a three-person household is living in the unit. This might not always be the case as SC Housing requires the occupancy standards to permit 1-2 persons per bedroom, so a two, three, or four person household would be permitted to live in a two-bedroom unit. The rents are then capped at 30% of the monthly income limit. So, in the example of a two-bedroom unit at 80% Area Median Income, the max rent will be determined by taking the three-person household median income, multiplying it by 80% to get the 80% Area Median Income, dividing by 12 to get the monthly income limit, and then multiplying by 30% to get the rent limit.

The above description includes details as to how a household qualifies in terms of income eligibility. In addition to this eligibility, background checks (including criminal, credit, etc.) are performed on every household to confirm qualification with the management team's occupancy requirements

Finding: Staff finds that the request meets the requirements.

3. DEVELOPMENT AGREEMENT AMENDMENT

Development Agreement Amendments are governed by the South Carolina Code of Laws Development Agreement Act. Section 6-31-60 of the Act details what development agreement must provide, what it may provide, and that a major modification requires public notice and hearing as follows:

(A). A development agreement must include:

(1). a legal description of the property subject to the agreement and the names of its legal and equitable property owners;

(2). the duration of the agreement. However, the parties are not precluded from extending the termination date by mutual agreement or from entering into subsequent development agreements;

(3). the development uses permitted on the property, including population densities and building intensities and height;

(4). a description of public facilities that will service the development, including who provides the facilities, the date any new public facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development;

(5). a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the development agreement;

(6). a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity

of complying with the law governing the permitting requirements, conditions, terms, or restrictions;

(7). a finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;

(8). a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

(9). a description, where appropriate, of any provisions for the preservation and restoration of historic structures.

(B). A development agreement may provide that the entire development or any phase of it be commenced or completed within a specified period of time. The development agreement must provide a development schedule including commencement dates and interim completion dates at no greater than five year intervals; provided, however, the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the development agreement pursuant to Section 6 31 90, but must be judged based upon the totality of the circumstances. The development agreement may include other defined performance standards to be met by the developer. If the developer requests a modification in the dates as set forth in the agreement and is able to demonstrate and establish that there is good cause to modify those dates, those dates must be modified by the local government. A major modification of the agreement may occur only after public notice and a public hearing by the local government.

(C). If more than one local government is made party to an agreement, the agreement must specify which local government is responsible for the overall administration of the development agreement.

(D). The development agreement also may cover any other matter not inconsistent with this chapter not prohibited by law.

Applicant Response: The proposed Amendment is consistent with the Development Agreement and Concept Master Plan for Buckwalter PUD. The Town and Branigar Organization, Inc. executed and approved the Development Agreement, which Development Agreement, as amended, governs the use and development of a tract of land known as the Buckwalter Tract. Concurrently with the execution of the

Development Agreement, the Town of Bluffton annexed Buckwalter Tract into the Town boundaries and granted Concept Master Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and Concept Plan for Buckwalter Tract, adopted April 19, 2000. Subsequent to the execution and approval of the Development Agreement, the Town Approved thirteen (13) Amendments to the Buckwalter Development Agreement and Concept Plan. The Owner submits that the change of use for affordable residential multi-family and medical office use for the Property is consistent with the Development Agreement and Concept Master Plan for Buckwalter PUD and therefore submits a proposed Amendment to Development Agreement and Concept Plan.

Finding: The proposed Buckwalter Development Agreement Amendment meets this requirement as the existing and is consistent with the elements of the Town of Bluffton Comprehensive Plan and regulations of the Buckwalter Development Agreement, as amended. The analysis of the proposed Concept Plan Amendment provides details of the request's compliance.

4. CONCEPT PLAN AMENDMENT

Article 3, Section 3.8.3 of the Unified Development Ordinance provides the following review criteria:

a. Promotion of and consistency with land use goals, environmental objectives and overall intent of the policies within the Comprehensive Plan.

Applicant Response: The Property is currently zoned Buckwalter PUD and within the Buckwalter Commons Land Use Tract and the Buckwalter Commons Phase I Master Plan and this application seeks to amend the Development Agreement and Concept Master Plan for Buckwalter Tract ("Concept Master Plan Amendment") to allocate 120 RDUs to the Buckwalter Commons Land Use Tract, subject to the Affordable Housing Restrictive Covenant, and to transfer the GC Rights to the Town and to update the current Density Summary Tables in the Concept Master Plan to reflect the additional residential development rights contemplated herein. The Applicant submits that it is appropriate to amend the Development Agreement and Concept Master Plan (collectively sometimes hereinafter the "Amendment") and assign the Property the density as more particularly described herein.

i. Cultural Resources. The Cultural Resources Element of the Comprehensive Plan instructs the Town to strive to maintain a sense of community,

diversity and individuality by preserving cultural resources. The proposed Amendment will not adversely affect the Culture Resources vision of the Comprehensive Plan since the Property is currently undeveloped and no historical or cultural resources will be removed or impacted. The proposed Amendment allows more diverse housing options which will provide housing opportunities for a more diverse population to live in the Town and to contribute the cultural vision of the Comprehensive Plan.

ii. People. The People Element of the Comprehensive Plan acknowledges and accepts the Town's diverse population and strives to offer a high quality of life for all residents, visitors and workers. The proposed Amendment is consistent with the People Element as it provides affordable housing to support the current and future population of the Town located in the Buckwalter PUD. Furthermore, it is consistent with and furthers efforts to fulfill the goal to prepare for the minimum two-fold increase growth of the Town's permanent residents and increase resources available to an increasingly diverse population. The proposed Amendment is therefore consistent with the People Element of the Comprehensive Plan.

iii. Economy. The Economy Element of the Comprehensive Plan instructs the Town to strive to create a vital, diverse and sustainable local economy that enhances Bluffton's community resources: human, natural and economic." The Economy Element of the Comprehensive Plan recognizes the need to ensure a balanced local economy through revisions to zoning and land use regulations and also the need to foster and environment that supports entrepreneurship and innovation. The Applicant's proposed Amendment provides residents and guests of the Town and the greater Bluffton area with affordable housing options which will attract a diverse population that can contribute to and grow the local economy. All of which serve to enhance the Town's human, natural and economic resources and thus and contributes to growth of local businesses and form a stable tax base. Accordingly, the proposed additional use category is consistent with the Economy of the Comprehensive Plan.

iv. Resiliency. The Resiliency Element of the Comprehensive Plan instructs the Town to plan adapt to changes in climate and natural resources, and promote renewable power sources. The Applicant's proposed Amendment will facilitate the creation of a strong and diverse workforce who will be enabled to contribute to the innovation and new business located in the

Town needed to create a resilient and strong community in the Town. The addition of affordable housing to the Town will allow a younger workforce to live and work in the Town and thus allow new thought leadership to contribute to and reinforce the resilient Town community.

v. Housing Element. The Housing Element of the Comprehensive Plan seeks to ensure that every resident has decent, safe and affordable housing. The Applicant's proposed Amendment supports the Housing Element as it provides affordable housing for the existing and growing workforce. The proposed Amendment directly addresses the Housing Element and will provide a community of 100% affordable housing. The proposed Amendment will allow affordable housing in and around new developments in Bluffton and thus will provide housing for the much needed workforce to sustain the growing communities in the Town.

vi. Natural Resources Element. The Natural Resources Element of the Comprehensive Plan instructs the Town to conserve, protect, restore, and enhance natural resources in the Town. The Applicant is seeking to amend the Concept Master Plan to authorize use of the Property for uses consistent within the Buckwalter PUD as well as that of other areas within the municipal limits of the Town along Buckwalter Parkway corridor and in the Buckwalter PUD. The land surrounding the Property is primarily developed pursuant to the Development Agreement and Concept Master Plan and the Applicant's proposed Amendment will not disturb existing recreational facilities nor prohibit public access to water facilities. The proposed Amendment will not also impact an ecologically sensitive natural area and is thus consistent with the Natural Resources Element.

vii. Land Use Element. The Land Use Element of the Comprehensive Plan encourages the Town to envision a more balanced Bluffton and identify areas for development to better suit community needs. The Applicant's proposed Amendment provides residents and guests of the Town and the greater Bluffton area with additional affordable housing options which will provide a much needed addition to the community. The Applicant's proposed use of the Property is supported by the surrounding existing infrastructure and does not adversely impact or create unplanned burdens on the natural environment or existing infrastructure.

viii. Transportation Vision. The Transportation Vision of the Comprehensive Plan seeks to connect residents with destinations and expand the integrated active transportation network and expand public transportation. The Applicant's proposed use is consistent with and supports the Transportation Element of the Comprehensive Plan. Access and road infrastructure for the Property will tie into existing developed transportation networks seamlessly. The development of the Property will provide an opportunity for residents to live close to their work and thus allow for greater use of public transportation and already developed transportation networks.

ix. Community Facilities Element. The Community Facilities Element of the Comprehensive Plan encourages the Town to unite the community through shared facilities and plan for future growth." The approval of this Application supports the Community Facilities Element by allowing for the future growth of the Town by providing affordable housing for a younger, more diverse population to live and work in Bluffton. The proposed Amendment will allow the development of an affordable housing community with new utilities systems that will reduce waste and will not negatively impact surrounding development.

x. Priority Investments Element. The Priority Investments Element of the Comprehensive Plan encourages the realization of community priorities through consistent and responsible funding. The Applicant's proposed Amendment already benefits from State funded tax credits for affordable housing. Accordingly, approval of the proposed Amendment will support the State initiatives to allow affordable housing in communities throughout the State. The proposed Amendment will not require funding from the Town and will be consistent with the Priority Investment Element.

Finding: Staff finds that the proposed Amendment is consistent with the Comprehensive Plan.

b. Consistency with the intent of the Planned Unit Development Zoning District as prescribed in Article 4.

Applicant Response: Section 4.2.13 of the UDO describes the purpose of the PUD district as one to "achieve the objectives of the Town of Bluffton Comprehensive Plan and to allow flexibility in development than could otherwise be achieved through strict application of this Ordinance." The Owner submits that the

proposed Amendment will achieve this flexibility and will result in achieving the purpose of the PUD which is to "improve[] design, character and quality of walkable mixed-use developments and preserve natural and scenic features of open spaces."

i. Eligibility. The Owner submits that the proposed Amendment meets the required eligibility criteria as outlined below.

1. Preservation of Significant Natural and Historic Features. The Applicant submits that the proposed Amendment does not alter or diminish the existing preservation and enhancement natural and historic features of the Buckwalter PUD.

2. Preservation of Usable Open Space. The Applicant submits that the proposed Amendment will not alter or diminish the existing preservation of usable open space. The addition of the Property adds usable open space to the Buckwalter PUD.

3. Incorporation of a Complementary Mixture of Uses. The Applicant submits that the proposed Amendment will complement the current mixture of uses in the Buckwalter PUD because of the affordable housing and medical office spaces uses proposed for the Property.

4. Inclusion of Creative Design of as Nonconforming Site. The Applicant submits that the Property is in conformance with the Ordinance and the inclusion of the Property in the Buckwalter PUD will maintain compliance with the Ordinance and further implements the goals of the Comprehensive Plan.

5. Economic Development. The Applicant submits that the proposed Amendment will provide economic development consistent with the Comprehensive Plan as outlined in this Application.

ii. Public Services. The Applicant submits that the proposed Amendment will not impact the Buckwalter PUD's ability to be served by adequate public services. In fact, the inclusion of the Property will add to the public services offered through the addition of the affordable housing opportunity for residents of the Town.

iii. Allowed Uses. The Applicant submits that the land uses proposed on the Property are consistent with the uses within the Buckwalter Commons Land Use Tract.

iv. Affordable Housing. The Applicant submits that the proposed Amendment will not negatively impact the existing affordable and workforce housing located within the Buckwalter PUD but will enhance and add to the available affordable housing in the community at large.

v. Dimensional Requirements. The Applicant submits that proposed Amendment will not cause deviations from the current standards for dimensional requirements..

Finding: Staff finds that the proposed Amendment is consistent with the Buckwalter PUD.

c. Demonstration of innovative site planning techniques that improve the standards in other allowable Town Zoning Districts.

Applicant Response: Much of the surrounding property is already developed with commercial and residential uses. The proposed Amendment will ensure that the balance of the Property is developed in accordance with the surrounding Buckwalter PUD and will not negatively impact the Town of Bluffton's health, safety and welfare.

Finding : Staff finds that the request is in compliance with this criteria.

d. Compatibility of proposed land uses, densities, traffic circulation and design with adjacent land uses and environmental features, as well as the character of the surrounding areas.

Applicant Response:

i. Land Uses. The Property is already in the Buckwalter PUD and the uses are consistent with the uses already existing in the Buckwalter PUD and are derived from uses allowed in the Town and specifically within the Buckwalter PUD. Across Buckwalter Parkway exists Buckwalter Place with commercial and medical facilities. To the South East of the Property is the Townes at Buckwalter, a residential community.

ii. Density. The Property currently has 10.9 acres of General Commercial density. The requested density of 60 RDUs and a 100% density bonus per Section 6.5.4 of the UDO is consistent with surrounding density and uses and that found in the Buckwalter PUD, Development Agreement and Concept Master Plan and therefore the proposed density of the Property is compatible with the density and development along Buckwalter Parkway within the municipal limits of the Town and that along the Buckwalter PUD.

iii. Traffic Circulation. The Property is served by Buckwalter Parkway which provides direct access to U.S. Highway 278. Other than the Bluffton Parkway which leads to South Carolina Highway 170, no other public rights of way are nearby. Much of the surrounding land is already developed and traffic impacts have or are being addressed. Development of the Property shall comply with applicable traffic requirements.

iv. Environmental Features. Much of the surrounding property is already developed with commercial uses and the impacts on natural resources and the existing natural environment have been considered, planned and already approved. Accordingly, the Applicant submits that the proposed Amendment will not result in any major or unanticipated impacts to the natural resources and existing environmental features of the surrounding areas. Further, the development proposed will adhere to all stormwater requirements of the Town.

v. Character of Surrounding Areas. Much of the surrounding property is already developed with commercial and residential uses institutional uses and design, aesthetics and character have already been considered and addressed. Applicant intends to develop the Property consistent with the character of the surrounding existing development.

Finding: Staff finds that the request meets this criteria.

e. Ability to be served by adequate public services, utilities, etc.

Applicant Response: The Property has direct access to Buckwalter Parkway and indirect access to U.S. Highway 278, a major arterial with excellent connections to the Bluffton Parkway, South Carolina Highway 46 and 170 and beyond. The Property has ability to connect to all necessary and readily available utilities and

storm water drainage facilities that are suitable for the proposed use and those available in the Buckwalter PUD.

Finding: The Properties are within the existing Beaufort County Grande Oaks PUD. As part of the Buckwalter PUD approval process, letters of commitment to serve from the applicable utility providers and government entities are required. Therefore these commitment to serve letters which are incorporated into the existing PUD application fulfill this requirement.

f. Conformance with adopted or accepted plans, policies, and practices of the Town.

Applicant Response: The proposed Amendment is consistent with the Development Agreement and Concept Master Plan for Buckwalter PUD. The Town and Branigar Organization, Inc. executed and approved the Development Agreement, which Development Agreement, as amended, governs the use and development of a tract of land known as the Buckwalter Tract. Concurrently with the execution of the Development Agreement, the Town of Bluffton annexed Buckwalter Tract into the Town boundaries and granted Concept Master Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and Concept Plan for Buckwalter Tract, adopted April 19, 2000. Subsequent to the execution and approval of the Development Agreement, the Town Approved thirteen (13) Amendments to the Buckwalter Development Agreement and Concept Plan. The Owner submits that the change of use for affordable residential multi-family and medical office use for the Property is consistent with the Development Agreement and Concept Master Plan for Buckwalter PUD and therefore submits a proposed Amendment to Development Agreement and Concept Plan - Buckwalter Tract attached hereto as Exhibit "H" and made a part hereof. Much of the surrounding property is already developed with commercial and residential uses in conformance with policies and practices of the Town of Bluffton. For a discussion of compatibility with the Town of Bluffton Comprehensive Plan please refer to Section IIA.1 of this Application Narrative.

Finding: Staff finds that the application meets this requirement.

SCHEDULE: The proposed schedule for the applications is provided as Attachment 19.

ATTACHMENTS:

1. Conveyance of 60 RDUs from the Town's Development Rights Bank Ordinance
2. Density Bonus Ordinance

3. Buckwalter Development Agreement Ordinance
4. Buckwalter Concept Plan Amendment Ordinance
5. Application Submittal
6. Town of Bluffton Development Rights Bank Log
7. Town Ordinance 2007-19 Transfer of Development Rights
8. Beaufort County Ordinance 2023-14 Authorizing the Purchase of 335 Buckwalter Parkway
9. St Andrews by the Sea to Beaufort County Deed, Assignment, and Plat
10. Beaufort County Ordinances 2024-36 and 2025-08 Authorizing the Conveyance of 335 Buckwalter Parkway to BMH and Ordinance
11. Beaufort County to BMH Deed
12. Unified Development Ordinance, Article 6 Excerpt
13. Resolution of Support for Beaufort Memorial Hospital's 120 Residential Dwelling Unit Workforce/Affordable Housing and Medical Facility Project at 335 Buckwalter Parkway and acquisition of necessary residential development rights
14. Draft Schedule
15. Proposed Motions

ATTACHMENT 1

ORDINANCE NO. 2025-__

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF SIXTY (60) RESIDENTIAL DEVELOPMENT RIGHTS WITHIN THE BUCKWALTER PLANNED UNIT DEVELOPMENT OWNED BY THE TOWN OF BLUFFTON AND HELD IN THE TOWN'S DEVELOPMENT RIGHTS BANK TO BEAUFORT MEMORIAL HOSPITAL FOR THE AFFORDABLE HOUSING PROJECT TO BE DEVELOPED ON THAT CERTAIN PROPERTY LOCATED AT 335 BUCKWALTER PARKWAY AND CONSISTING OF 10.09 ACRES, MORE OR LESS, AND IDENTIFIED AS BEAUFORT COUNTY TAX MAP NO. R610 030 000 0712 0000; AND, AUTHORIZING THE EXECUTION AND RECORDING OF ASSOCIATED DOCUMENTS.

WHEREAS, the Town of Bluffton, South Carolina, (the "Town") presently owns certain development rights within the Buckwalter Planned Unit Development which are held in the Town's Development Rights Bank which was established by the Transfer of Development Rights Ordinance 2007-19 approved by Town Council on November 6, 2007 ("Town Owned Property"); and,

WHEREAS, Beaufort County ("County") conveyed certain property located at 333 and 335 Buckwalter Parkway consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 ("Property") and assigned the associated 10.09 acres of general commercial development rights to Beaufort Memorial Hospital ("BMH") for the construction of a 120 unit multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities (collectively hereinafter the "Project") pursuant to certain terms as set forth in County Ordinance 2024-36, as amended by County Ordinance 2025-08; and

WHEREAS, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire 120 residential development rights ("RDUs"); and

WHEREAS, BMH has submitted a request to the Town to acquire 60 RDUs owned by the Town which are associated with Buckwalter from the Development Rights Bank via approval pursuant to the Transfer of Development Rights Ordinance and a purchase and sale agreement approved by Ordinance; and

WHEREAS, BMH also requested a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing for households which qualify at up to 80% of the current Area Median Income ("AMI") requiring an amendment to the Development Agreement and Concept Plan to add the 60 RDUs to the total

RDUs allowed within Buckwalter PUD as well as incorporate additional terms as deemed necessary; and

WHEREAS, the Town recognizes the need for additional affordable housing within the Town; and

WHEREAS, throughout the County and, in particular, southern Beaufort County, a shortage of affordable housing remains a pressing issue for local businesses, residents, and governmental organizations. Both the Town and BMH suffer due to the difficulties caused by a lack of reasonable housing options in attracting and retaining well-trained and highly qualified employees; and

WHEREAS, the Town of Bluffton Comprehensive Plan ("Blueprint Bluffton") adopted by Bluffton Town Council ("Town Council") on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Sections H1.4 and Sections H2.4; and

WHEREAS, on July 23, 2025, the Town of Bluffton Planning Commission held a Public Hearing and voted to forward to Town Council a recommendation of approval for the conveyance of 60 RDUs from the Town's Development Rights Bank; and

WHEREAS, the Town Council concurs with Planning Commission's recommendation; and

WHEREAS, the Town Council finds it to be in the Town's best interest to approve the conveyance of sixty (60) residential development rights to BMH at no cost pursuant to the Transfer of Development Rights Ordinance and Purchase and Sale Agreement, to be attached and incorporated as Exhibit A, and as further described herein.

NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA:

SECTION 1. Conveyance of Town Owned Residential Development Rights. Approval of the conveyance of sixty (60) residential development rights to BMH at no cost for use on that certain property consisting of 10.09 acres and identified as Beaufort County Tax Map No. R610 030 000 0712 0000 to BMH, Purchase and Sale Agreement, to be attached and incorporated as Exhibit A.

SECTION 2. AUTHORIZATION FOR ADDITIONAL ACTIONS. The Mayor, Town Manager, and Town Clerk are each hereby authorized to execute any and all

documents necessary to consummate the exchange, acceptance, transfer and conveyance of the property, easements and obligations including, without limitation, the delivery and recordation of an Assignment of Rights, to be attached and incorporated as Exhibit "B", which is to be recorded with the Office of the Register of Deeds for Beaufort County, South Carolina. The Town Manager is hereby authorized to pay such reasonable costs of the transaction as may be necessary.

SECTION 3. This ordinance shall become effective upon its final adoption.

DONE, RATIFIED AND ENACTED this _____ day of _____, 2025.

This Ordinance was read and passed at First Reading on July 15, 2025.

_____
Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

_____
Marcia Hunter
Clerk, Town of Bluffton, South Carolina

A Public Hearing for this Ordinance was held on August 12, 2025.

_____
Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

_____
Marcia Hunter
Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at Second and Final Reading held on August 12, 2025.

_____
Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

_____
Marcia Hunter
Clerk, Town of Bluffton, South Carolina

Exhibit "A"
PURCHASE AND SALES AGREEMENT

Exhibit "B"
ASSIGNMENT OF DEVELOPMENT RIGHTS

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AGREEMENT TO EXCHANGE DEVELOPMENT RIGHTS

THIS AGREEMENT TO EXCHANGE DEVELOPMENT RIGHTS (the "*Agreement*") is made effective as of _____, 2025 (the "*Effective Date*") by and between the **TOWN OF BLUFFTON**, a South Carolina municipal corporation (the "*Town*") and **BEAUFORT MEMORIAL HOSPITAL**, a South Carolina nonprofit corporation ("*BMH*"); collectively hereinafter referred to individually as a "*Party*" and collectively as the "*Parties*."

WITNESSETH:

WHEREAS, the Town presently owns certain development rights within the Buckwalter Planned Unit Development which are held in the Town's Development Rights Bank which was established by the Transfer of Development Rights Ordinance 2007-19 approved by Town Council on November 6, 2007 ("*Town Owned Property*"); and,

WHEREAS, Beaufort County (the "*County*") conveyed certain property located at 333 and 335 Buckwalter Parkway consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 (the "*Property*") and assigned the associated 10.09 acres of general commercial development rights to BMH for the construction of a 120 unit multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities (collectively hereinafter the "*Project*") pursuant to certain terms as set forth in County Ordinance 2024-36, as amended by County Ordinance 2025-08; and,

WHEREAS, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire certain residential development rights ("*RDUs*"); and,

WHEREAS, BMH has submitted a request to the Town to acquire 60 RDUs owned by the Town which are associated with Buckwalter from the Development Rights Bank via approval pursuant to the Transfer of Development Rights Ordinance; and

WHEREAS, BMH also requested a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing for households which qualify at up to 80% of the current Area Median Income ("*AMI*"); and

WHEREAS, the Town recognizes the need for additional affordable housing within the Town as throughout the County and, in particular, southern Beaufort County, a shortage of affordable housing remains a pressing issue for local businesses, residents, and governmental organizations; and,

WHEREAS, the Town and BMH suffer due to the difficulties caused by a lack of reasonable housing options in attracting and retaining well-trained and highly qualified employees; and

WHEREAS, the Town of Bluffton Comprehensive Plan ("*Blueprint Bluffton*") adopted by Bluffton Town Council on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Sections H1.4 and Sections H2.4; and

WHEREAS, the Town believes that it is in the best interests of the people of Bluffton to assign certain development rights to BMH for the construction of the Project subject to the terms and conditions set forth herein, and the Parties desire to enter into this Agreement for the purpose of memorializing the previously discussed terms and conditions associated with the exchange of the development rights between the Town and BMH.

NOW, THEREFORE, in consideration of the mutual benefits to the Parties, the premises herein contained and other valuable consideration, the receipt and adequacy of such consideration being acknowledged by the undersigned, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals and all exhibits attached hereto are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.

2. Land Swap and Purchase of Development Rights. Subject to the terms and conditions set forth herein and in consideration of the other Party's obligations hereunder, the Parties hereby agree as follows, *to wit*:

(a) *Assignment of Development Rights from the Town to BMH*. The Town shall transfer, assign, and convey to BMH all of the rights, titles, and interests of the Town in and to sixty (60) RDUs from the Development Rights Bank (the "*Town RDUs*").

a. **Limitations.** The Town RDUs may be used exclusively for the construction of affordable housing for the Project on the Property and may not be assigned or utilized anywhere else or for any other purpose, unless any unused Town RDUs are reacquired by the Town.

b. **Timing.** The affordable housing units to be constructed on the Property as part of the Project will be constructed as part of a number of multi-family housing structures. At the time of building permit approval for each of the multi-family housing structures to be constructed as part of the Project, the Town shall assign to BMH certain Town RDUs in a number that is equal to one-half (1/2) of the number of units in said structure (*i.e.*, 1 Town RDU per 2 units).

c. **Affordability Covenants**. Additionally, prior to the assignment of any Town RDUs, certain affordable housing covenants to which the Town is named as a party with full enforcement rights shall be recorded against the Property that restricts the use of the residential structures to be constructed on the Property to affordable and workforce housing, with such covenants to be in a form reasonably satisfactory to the Town. The terms of said covenants shall be consistent with the terms set forth in BMH's application to the Town for the receipt of the Town RDUs (*e.g.*, (*i*) Number of Units by number of bedrooms: 30 one-bedroom units, 60 two-bedroom units, 30 three-bedroom units; and, (*ii*) 30 units restricted to 40% Area Median Income, 60 units restricted to 60% Area Median Income, 30 units restricted to 80% Area Median Income, with income restrictions proportionally divided by unit types and sizes; and, (*iii*) annual rent and income limits to be determined by the Area Median Income by unit size for Beaufort County).

d. **Document**. The assignment of the Town RDUs shall be pursuant to one or more Partial Assignment and Assumption of Development Rights in form and substance reasonably acceptable to the Parties.

(b) *Assignment of Development Rights from BMH to the Town*. BMH shall transfer, assign, and convey to the Town all of the rights, titles, and interests of BMH in and to the remainder of the 10.09 acres of general commercial development rights (the "*BMH Residual Rights*") that BMH acquired from the County. The Parties recognize that total of the BMH Residual Rights to be conveyed by BMH to the Town will not be finalized until such time as the final development plans for the Project are completed and approved so that the Parties can confirm the amount of general commercial development rights required for the completion of the Project. The assignment of the BMH Residual Rights shall be pursuant to a Partial Assignment and Assumption of Development Rights in form and substance reasonably acceptable to the Parties.

a. **Timing.** The Parties recognize that total of the BMH Residual Rights to be conveyed by BMH to the Town will not be finalized until such time as the final development plans for the Project are completed and approved so that the Parties can confirm the amount of general commercial development rights required for the completion of the Project. The assignment of the BMH Residual Rights shall be on or before the same date that the first Town RDU is assigned to BMH.

b. **Document**. The assignment of the BMH Residual Rights shall be pursuant to one or more Partial Assignment and Assumption of Development Rights in form and substance reasonably acceptable to the Parties.

(c) *Recording Fees and Costs*: BMH shall pay all recording fees, transfer taxes, and other costs and expenses (collectively, the "*Recording Costs*"), if any, associated with the recordation of the assignments.

3. Assignment. Except for an assignment to an entity owned or controlled by a Party, neither Party may assign its rights under this Agreement to any other entity without the prior written consent of the other Party. Any approved assignment shall not relieve a Party of its obligations under this Agreement. In all instances of a permitted assignment, the requesting Party shall (i) provide the name, address, telephone and facsimile number of the assignee and the name of the contact person(s) for the assignee; and (ii) provide to a signed copy of such assignment, which assignment shall be in a form reasonably acceptable to the non-requesting Party.

4. Representations.

(a) *Representations.* Except as is herein specifically set forth, neither Party has made, does not make and has not authorized anyone else to make, any representations as to: (i) the location of the Property or any portion thereof within any flood plain, flood-prone area, water shed or the designation of any portion thereof as "wetlands" or (ii) the present or future physical condition or suitability of its Property for any purpose. Parties acknowledge that no representations has been made by or on behalf of the conveying Party and, in entering into this Agreement, neither Party has relied on and does not rely on any representations other than those expressly set forth in this Agreement. Parties acknowledge and agree that the development rights being conveyed and accepted are in their "AS IS" condition.

(b) *Authority to Act.* Each Party represents that (i) it is duly organized and in good standing under the laws of the state of its formation or incorporation; (ii) the execution and delivery of this

Agreement by signatories and the performance of this Agreement by the Parties (including the execution and delivery of any documents at the Closing) have been or will be duly authorized by their respective company, corporate boards or governing councils, (iii) this Agreement is binding and enforceable against the Parties hereto in accordance with the terms hereof, and (iv) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will result in a breach of or default under any agreement to which the representing party is a party or by which the representing party is bound, or violate any law, rule, regulation, restriction, court order agreement to which the representing party is subject.

(c) *Evidence of Authority.* Following a request from either Party, the other Party shall furnish evidence of that Party's authority to execute this Agreement and to consummate the transactions contemplated herein. Such evidence shall be in form and substance reasonably acceptable to the requesting Party and shall be delivered within fourteen (14) calendar days after the request or prior to the Closing Date, whichever shall occur first in time.

(d) *Party's Warranties and Representations.* Each Party conveying Property hereby represents and warrants that:

(1) The Property has good, indefeasible, marketable and insurable title and has the full power and authority to execute, deliver and perform this Agreement and all agreements and documents referred to in this Agreement; and,

(2) At the time of execution of this Agreement, there is no action, suit or proceeding pending or threatened against the Party or affecting the Property or relating to or arising out of the ownership or development of the Property, including without limitation, condemnation or eminent domain actions or proceedings; and,

(3) No notice by any governmental or other public authority has been served upon the Party relating to violations of any applicable safety, fire or other ordinances or any of the Applicable Laws.

5. Default.

(a) *Default by a Party*. If either Party defaults in its obligation to close and exchange the Properties as described herein, then the non-defaulting Party's remedy shall be to terminate this Agreement or seek any other remedy at law or in equity, including but not limited to, specifically enforce performance of this Agreement.

6. Miscellaneous.

(a) *Effective Date.* The Effective Date of this Agreement shall be the latest date on which both Parties have executed this Agreement as shown on the signature page.

(b) *Construction of Agreement.* Each Party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto or thereto by any court by reason of such Party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.

(c) *Counterparts.* This Extinguishment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

(d) *Good Faith.* The Parties shall act in good faith in performing and discharging their respective duties and obligations hereunder. Any provision requiring the approval of either Party shall

not be unreasonably withheld. The Parties shall execute and deliver such other instruments and documents as reasonably may be necessary to implement and effectuate the terms of this Agreement.

(e) *Waiver.* No provision, condition or covenant of this Agreement shall be waived by either Party hereto except by a written instrument delivered to the other Party and signed by the Party consenting thereto.

(f) *Successors and Assigns.* All provisions of this Agreement shall run with the land and bind and inure to the benefit of each Party and each Party's respective heirs, executors, legal representatives, successors, successors in title and assigns.

(g) *Time of the Essence.* Time is of the essence of this Agreement, although a request for additional time should not be unreasonably withheld when the additional time is needed by a Party to receive the approval and authority required by either local or state law.

(h) *Survival of Agreements.* All agreements, undertakings, hold harmless, and indemnifications contained in this Agreement shall expressly survive the Closing of the Property and delivery of the applicable Deed and such agreements, undertakings and indemnifications shall not be merged therein.

(i) *Captions.* The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

(j) *Severability.* If any provision of this Agreement is held to be illegal, invalid or unenforceable, then this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

(k) *Applicable Law.* This Agreement has been made in the State of South Carolina, and shall be interpreted in accordance with South Carolina law, and any enforcement of this Agreement shall be brought in the State of South Carolina.

{*Remainder of Page Intentionally Omitted. Signature Page and Exhibits to Follow.*}

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the dates below.

WITNESSES:

_____

_____

BEAUFORT MEMORIAL HOSPITAL

By: _____
Russell Baxley, *CEO*

Date Signed: _____

WITNESSES:

_____

_____

TOWN OF BLUFFTON

By: _____
Stephen Steese, *Town Manager*

Date Signed: _____

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ATTACHMENT 2
ORDINANCE NO. 2025-_____

AN ORDINANCE PROVIDING FOR AN AMENDMENT OF THE BUCKWALTER DEVELOPMENT AGREEMENT TO INCORPERATE CERTAIN PROPERTIES OWNED BY BEAUFORT MEMORIAL HOSPITAL, CONSISTING OF 10.9 ACRES, MORE OR LESS, LOCATED AT 333 AND 335 BUCKWALTER PARKWAY, AND BEARING BEAUFORT COUNTY TAX MAP NO. R610 030 000 0712 0000, TO PROVIDE FOR AN AFFORDABLE HOUSING DENSITY BONUS INCREASING THE TOTAL PERMITTED DEVELOPMENT RIGHTS BY 60 RESIDENTIAL DWELLING UNITS AND INCORPORATE CERTAIN TERMS TO THE BUCKWALTER DEVELOPMENT AGREEMENT

WHEREAS, on April 19, 2000, the Town of Bluffton ("Town") enacted Ordinance No. 2000-03 adopting the Buckwalter Development Agreement ("Development Agreement") and Ordinance No. 2000-04 adopting the Buckwalter Concept Plan ("Concept Plan"); and

WHEREAS, concurrent with the entering into the Development Agreement on April 19, 2000, the Town annexed the Buckwalter Tract into the Town's corporate boundaries and approved Planned Unit Development ("PUD") zoning for the tract and the Concept Plan; and

WHEREAS, the Town has previously approved thirteen amendments to the Tract Development Agreement and Concept Plan to add and/or reallocate additional property and density thereto; and

WHEREAS, Beaufort County ("County") conveyed certain property located at 333 and 335 Buckwalter Parkway consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 ("Property") and assigned the associated 10.09 acres of general commercial development rights to Beaufort Memorial Hospital ("BMH") for the construction of a 120 unit multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities (collectively hereinafter the "Project") pursuant to certain terms as set forth in County Ordinance 2024-36, as amended by County Ordinance 2025-08; and

WHEREAS, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire 120 residential development rights ("RDUs"); and

WHEREAS, BMH has submitted a request to the Town to acquire 60 RDUs owned by the Town which are associated with Buckwalter from the Development Rights Bank via approval of a Transfer of Development Rights Ordinance and conveyance of the 60 RDUs via a purchase and sale agreement approved by Ordinance; and

WHEREAS, BMH also requests a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing for households which qualify at up to 80% of the current Area Median Income ("AMI") requiring an amendment to

the Development Agreement and Concept Plan to add the 60 RDUs to the total RDUs allowed within Buckwalter PUD as well as incorporate additional terms as deemed necessary; and

WHEREAS, the Town recognizes the need for additional affordable housing within the Town; and

WHEREAS, throughout the County and, in particular, southern Beaufort County, a shortage of affordable housing remains a pressing issue for local businesses, residents, and governmental organizations. Both the Town and BMH suffer due to the difficulties caused by a lack of reasonable housing options in attracting and retaining well-trained and highly qualified employees; and

WHEREAS, the Town of Bluffton Comprehensive Plan ("Blueprint Bluffton") adopted by Bluffton Town Council ("Town Council") on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Sections H1.4 and Sections H2.4; and

WHEREAS, Section XIII.3 of the Development Agreement allows density bonuses as an incentive for affordable housing; and

WHEREAS, on _____, the Town of Bluffton Planning Commission held a Public Hearing and voted to forward to Town Council a recommendation of approval for the 14th Amendment of the Development Agreement ("14th Amendment) request; and

WHEREAS, the Town Council concurs with Planning Commission's recommendation; and

WHEREAS, the Town Council finds it to be in the Town's best interest to approve the 14th Amendment as shown in Exhibit A attached hereto and incorporated herein by reference and as further described herein.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, the Town hereby amends the Buckwalter Development Agreement in the following particulars:

1. The Development Agreement shall be amended in accordance with the terms and conditions of the Fourteenth Amendment to Development Agreement And Concept Plan attached hereto and incorporated herein as Exhibit A.

2. In the event of any conflict between the terms and conditions of the Development Agreement and the 14th Amendment, the terms and conditions of this 14th Amendment to the Development Agreement shall control and the Development Agreement shall be deemed amended to that extent.

3. All other terms and conditions of the Development Agreement, as amended,

shall not be changed or otherwise modified herein and are reaffirmed and remain unchanged.

4. This Ordinance shall take full force and effect upon final adoption by Town Council.

DONE, RATIFIED AND ENACTED this _____ day of _____, 2025.

This Ordinance was read and passed at first reading on _____, 2025.

_____
Larry Toomer, Mayor
Town of Bluffton, South Carolina

_____
Marcia Hunter
Town of Bluffton, South Carolina

A public hearing was held on this Ordinance on _____, 2025.

_____
Larry Toomer, Mayor
Town of Bluffton, South Carolina

_____
Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

This Ordinance was passed at second reading held on _____, 2025.

_____
Larry Toomer, Mayor
Town of Bluffton, South Carolina

_____
Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

Exhibit A

14th Amendment To Development Agreement And Concept Plan - Buckwalter Tract

Prepared By and After
Recording Return to:
Burr & Forman LLP
Attn: Walter I Nester, III
23-B Shelter Cove Lane
Hilton Head Island, SC 29928
843-785-2171

STATE OF SOUTH CAROLINA)
)
)
)
)
COUNTY OF BEAUFORT

FOURTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT AND CONCEPT PLAN BUCKWALTER TRACT

THIS FOURTEENTH AMENDMENT ("Fourteenth Amendment") to Development Agreement and Concept Plan is made and entered into this _____day of _____, 2025 by and between the Town of Bluffton, South Carolina **("Town"),** and Beaufort Memorial Hospital, a hospital organized and governed by the laws of the state of South Carolina, its successors and assigns **("BMH"); collectively hereinafter the "Parties".**

RECITALS

WHEREAS, the Town and The Branigar Organization, Inc. executed and approved the Buckwalter Development Agreement **("Development Agreement"),** dated April 19, 2000, and as recorded in the Office of the Register of Deeds **("ROD")** for Beaufort County, South Carolina in Book 1288 at Page 1, which Development Agreement, as amended, governs the use and development of a tract of land known as the Buckwalter Tract, originally containing approximately 5,680 acres of land, establishes the available residential development units ("RDUs") more particularly described in the Development Agreement and amendments thereto (the **"Buckwalter PUD");** and,

WHEREAS, concurrently with the execution of the Development Agreement, the Town annexed the Buckwalter Tract and granted Concept Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and Concept Plan **("Concept Plan")** for Buckwalter Tract, adopted April 19, 2000; and,

WHEREAS, subsequent to the execution and approval of the Development Agreement and Concept Plan, the Town approved Thirteen (13) Amendments to the Development Agreement and Concept Plan, each hereinafter identified as follows:

1. **First Amendment.** Addition of 11.721 acres known as the Robertson Tract with additional Density to the Development Agreement and Concept Plan executed on June 21, 2002, and recorded in the ROD in **Book 1599** at **Page 1149;** and

2. **Second Amendment.** Addition of 43.38 acres known as the Johnson Tracts together with 55 RDUs to the Development Agreement and Concept Plan executed on February 4, 2003, and recorded in the ROD in **Book 1709** at **Page 440;** and

3. **Third Amendment.** Addition of 173.62 acres known as the Cypress Lake Tract from the Jones Estate Development Agreement and Concept Plan together with 600 RDUs and 90 acres of General Commercial Density to the Development Agreement and Concept Plan executed on October 10, 2005, and recorded in the ROD in **Book 2256 at Page 189; and**

4. **Fourth Amendment.** Addition of 59.91 acres known as the Rose Dhu Creek Phase III Tract together with 18 RDUs to the Development Agreement and Concept Plan executed on October 10, 2005, and recorded in the ROD in **Book 2256 at Page 204; and**

5. **Fifth Amendment.** Addition of 58.85 acres known as the Graves Tract together with 58.85 acres of General Commercial Density to the Development Agreement and Concept Plan executed on November 2, 2005, and recorded in the ROD in **Book 2305 at Page 410; and**

6. **Sixth Amendment.** Addition of 2.687 acres known as the Jacoby Tract with no additional Density to the Development Agreement and Concept Plan executed on May 10, 2006, and recorded in the ROD in **Book 2816 at Page 1746; and**

7. **Seventh Amendment.** Addition of 6.5 acres known as the University Investments Tract with no additional Density to the Development Agreement and Concept Plan executed on January 7, 2008, and recorded in the ROD in **Book 2671 at Page 2250; and**

8. **Eighth Amendment.** Addition of 324 RDUs through Transfer of Development Rights Permit for Buckwalter Place Initial Master Plan to the Development Agreement and Concept Plan executed on November 6, 2007, and recorded in the ROD in **Book 2823 at Page 384;** and

9. **Ninth Amendment.** Addition of 163 acres known as the Willow Run Tract, together with the reallocation of Land Uses for the Northern Tract, as well as 260 RDUs and 162 acres of General Commercial Density to the Development Agreement and Concept Master Plan executed on February 25, 2008, and recorded

in the ROD in **Book 2724 at Page 1787; and**

10. **Tenth Amendment.** Approved certain changes in use to the 9.18 acre Robertson site, and related conditions executed on February 10, 2012, and recorded in the ROD in **Book 3119 at Page 2458;** and

11. **Eleventh Amendment.** Approved changes in permitted use for the Buckwalter Commons Connector Tract and redesignated a portion of the Sandhill Tract as Buckwalter Commons Tract and added an additional 70 acres of Commercial Density executed on April 10, 2013, and recorded in the ROD in **Book 3231 at Page 3176;** and

12. **Twelfth Amendment.** Addition of 61.093 acres known as Saint Gregory the Great, executed on June 14, 2022, and recorded in the Beaufort County Register of Deeds in **Book 4157 at Page 250;** and

13. **Thirteenth Amendment.** Addition of 65.592 acres known as Grande Oaks Commons, executed on January 17, 2025, and recorded in the Beaufort County Register of Deeds in **Book 4401 at Page 800;** and

WHEREAS, the Town of Bluffton ("Town") recognizes the need for additional affordable housing within the Bluffton area; and

WHEREAS, BMH has a goal to provide workforce and affordable housing for both healthcare employees and the public, and provide additional medical services throughout Beaufort County; and the Town has expressed a desire to support the goal of establishing affordable and workforce housing within the Town; and

WHEREAS, throughout Beaufort County ("County") and, in particular, southern Beaufort County, a shortage of affordable housing remains a pressing issue for local businesses, residents, and governmental organizations. Both the Town and BMH suffer due to the difficulties caused by a lack of reasonable housing options in attracting and retaining well-trained and highly qualified employees; and

WHEREAS, the Town of Bluffton Comprehensive Plan ("Blueprint Bluffton") adopted by Bluffton Town Council ("Town Council") on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Section H1.4 Foster relationships with non-profit groups and developers to assist in the development, construction, and/ or purchase of affordable housing units; and Section H2.4 Incentivize private sector partners to develop diverse housing options within existing development agreements; and

WHEREAS, the County purchased certain property located at 335 Buckwalter Parkway

consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 ("Property"), which is within the Buckwalter PUD and subject to the Development Agreement and Concept Plan, for the purpose of affordable housing ,said Property is more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, in addition to the Property, the County received an Assignment of Development Rights and Obligations Under Development Agreement for 10.09 acres of general commercial development rights; and

WHEREAS, On April 17, 2025, the County conveyed the Property to BMH for the construction of a 120 unit multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities (collectively the "Project") pursuant to certain terms as set forth in Beaufort County Ordinance 2024-36, as amended by County Ordinance 2025-08; and

WHEREAS, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire 120 RDUs; and

WHEREAS, BMH has submitted a request to the Town to acquire 60 RDUs owned by the Town which are associated with Buckwalter PUD from the Development Rights Bank via approval of a Transfer of Development Rights Ordinance and conveyance of the 60 RDUs via a purchase and sale agreement approved by Ordinance; and

WHEREAS, BMH also requests a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing for households which qualify up to 80% of the current Area Median Income ("AMI") via an amendment to the Buckwalter Development Agreement and Concept Plan to add the 60 RDUs to the total RDUs allowed within Buckwalter PUD as well as incorporate additional terms as deemed necessary; and

WHEREAS, pursuant to Sec. XIII.3 of the Development Agreement density bonuses are allowed as an incentive for affordable housing as follows: *"Affordable Housing. Owner and the Town recognize the increasing need for affordable housing in the Bluffton area. Owner will encourage and use best efforts to promote affordable housing within Buckwalter Tract and in consideration therefore, the Town will define affordable housing and develop reasonable incentives to encourage the development of affordable housing within Bluffton. Reasonable incentives may include but not be limited to the elimination of Development Fees on affordable housing, and density increases within any given tract to allow developers to offset any negative economic impacts as a result of the development of affordable homes. Owner will consult with Town regarding incentives to encourage and promote affordable housing which would include but not be limited to price discounts, and land and density adjustments."*; and

WHEREAS, as the Development Agreement does not provide guidance on the approval of density bonuses, the Town's Unified Development Ordinance ("UDO"), Section 6.5.4.C identifies

the incentive ranges for a qualified project which allows a 100% density bonus to projects providing 100% affordable housing, amounting to 60 RDUs for the Project, as follows:

Table 6.5.4: Density Bonus Incentive

Percentage of Workforce/Affordable Housing Units	Density Bonus
Minimum 25%	25%
26-50%	50%
51-75%	75%
76+%	100%

":and

WHEREAS, pursuant to that certain resolution by the Town attached hereto as Exhibit "B" and made a part hereof, the Town has agreed to support the assignment of sixty (60) RDUs from the Town's Development Rights Bank for use on the Property; and

WHEREAS, it is the desire and intention of the Parties to enter into this Fourteenth Amendment to amend the Concept Plan to update the Density Summary Tables to reflect the additional RDUs contemplated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties agree as follows:

1. **Recitals.** The above recitals are incorporated herein by this reference thereto.

2. **Amendment of Development Agreement and Concept Plan.** The Development Agreement and Concept Plan are hereby further amended to provide:

   A. *Amendment to Development Agreement and Concept Plan.* The Development Agreement and Concept Plan, as amended, is hereby further amended to add an additional sixty (60RDUs to the overall residential density for the Buckwalter PUD only for use on the Property which result from a one hundred percent (100%) affordable housing density bonus pursuant to Section 6.5.4 of the UDO and Section XIII.3 of the Development Agreement. Notwithstanding anything otherwise contained in the Development Agreement or Concept Plan, the RDUs aforementioned allocated to the Property may not be transferred to any other piece, parcel or tract of land within the Buckwalter Tract or otherwise, and shall not be used for any other purpose than to construct affordable housing on the Property. This prohibition shall not apply to the transfer of RDUs development rights to the Town. The Conceptual Master

Plan's Density Summary Table is hereby amended to incorporate these additional RDUs which is provided as Exhibit "C" attached hereto and incorporated herein.

B. *Affordable Housing Provisions.* The residential component of the Property shall be restricted to use for Affordable Housing for thirty (30) years from the execution of this Fourteenth Amendment and memorialized through Affordable Housing Restrictive Covenants which shall be drafted prior to the issuance of any building permit, and upon review and approval by the Town Council, will be recorded with the in the ROD Bluffton prior to the issuance of any Certificate of Occupancy. Further, any future revisions to the said Affordable Housing Restrictive Covenants will require approval by the Town Council.

C. *Undeveloped General Commercial Development Rights.* BMH shall transfer to the Town via an Assignment of Rights and Obligations Under Development Agreement recorded in the ROD, the residual general commercial development rights after it is determined how many of their 10.09 acre holdings are necessary for the medical facilities on the Property upon the application for any building permit for said facility.

D. *Residential Dwelling Units to Town.* If following the completion of the Project any number of RDUs are unused, then BMH shall automatically convey said RDUs to the Town. Any failure by BMH, or its successors or assigns, to adhere to any terms, conditions, requirements herein or any future covenants or restrictions as it relates to the use of the RDUs for affordable housing for the Project shall result in BMH automatically conveying any and all remaining RDUs not already used at the time of the non-compliance to the Town.

3. **Reaffirmation of Buckwalter Development Agreement, Concept Plan and Amendments Thereto.** The Development Agreement, Concept Plan and all prior amendments thereto as modified by this Fourteenth Amendment are hereby ratified and reaffirmed as if set forth verbatim herein.

4. **Binding Effect.** This Fourteenth Amendment to the Development Agreement and Concept Plan shall inure to the benefit of and be binding upon the respective Parties hereto, their successors and assigns.

5. **Consistency with the Comprehensive Plan.** The Town confirms that the matters contained herein are consistent with the Town's Comprehensive Plan and consistent with

long range planning for the Town.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto, in and through their authorized representatives, have caused this instrument to be executed on their behalf effective the date first above written.

WITNESSES:

TOWN OF BLUFFTON,
SOUTH CAROLINA

By: _____

Its: _____

SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF BEAUFORT

_____ , Notary Public for South Carolina do hereby certify that _____ on behalf of the Town of Bluffton, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2025.

Notary Public for South Carolina
My Commission Expires: _____

WITNESSES:

BEAUFORT MEMORIAL HOSPITAL

By: _____

Its: _____

SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF _____

_____ , Notary Public for South Carolina do hereby certify that _____ on behalf of Beaufort Memorial Hospital personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2025.

Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT "A"

Legal Description

ALL that certain piece, parcel and tract of land, situate lying and being in the Town of Bluffton, Beaufort County, South Carolina, said parcel generally known and described as Parcel C6-B, the said parcel containing a total of 10.09 acres, said Parcel C6-B more specifically shown and described on a boundary survey (the "Plat") thereof entitled "A ALTA/ACSM LAND TITLE SURVEY OF PARCEL C6-B BUCKWALTER PARKWAY", said Plat dated January 14, 2003 as prepared by T-Square Group, Inc. and certified by Forrest Baughman SCRLS #4922, with said Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 91 at Page 147. For a more specific reference to Parcel C6-B by metes and bounds, reference is herewith made to the plat of record.

SAID PROPERTY is conveyed subject to all applicable covenants, conditions, restrictions and easements filed of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMS# R610 030 000 0712 0000

EXHIBIT B

Town of Bluffton Resolution

Exhibit C

Buckwalter Concept Plan

Conceptual Master Plan

ATTACHMENT 3
ORDINANCE NO. 2025-_____

AN ORDINANCE PROVIDING FOR AN AMENDMENT OF THE BUCKWALTER CONCEPT PLAN TO INCORPERATE CERTAIN PROPERTIES OWNED BY BEAUFORT MEMORIAL HOSPITAL, CONSISTING OF 10.9 ACRES, MORE OR LESS, LOCATED AT 333 AND 335 BUCKWALTER PARKWAY, AND BEARING BEAUFORT COUNTY TAX MAP NO. R610 030 000 0712 0000, TO PROVIDE FOR AN AFFORDABLE HOUSING DENSITY BONUS INCREASING THE TOTAL PERMITTED DEVELOPMENT RIGHTS BY 60 RESIDENTIAL DWELLING UNITS AND INCORPORATE CERTAIN TERMS TO THE BUCKWALTER CONCEPT PLAN

WHEREAS, on April 19, 2000, the Town of Bluffton ("Town") enacted Ordinance No. 2000-03 adopting the Buckwalter Development Agreement ("Development Agreement") and Ordinance No. 2000-04 adopting the Buckwalter Concept Plan ("Concept Plan"); and

WHEREAS, concurrent with the entering into the Development Agreement on April 19, 2000, the Town annexed the Buckwalter Tract into the Town's corporate boundaries and approved Planned Unit Development ("PUD") zoning for the tract and the Concept Plan; and

WHEREAS, the Town has previously approved thirteen amendments to the Tract Development Agreement and Concept Plan to add and/or reallocate additional property and density thereto; and

WHEREAS, Beaufort County ("County") conveyed certain property located at 333 and 335 Buckwalter Parkway consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 ("Property") and assigned the associated 10.09 acres of general commercial development rights to Beaufort Memorial Hospital ("BMH") for the construction of a 120 unit multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities (collectively hereinafter the "Project") pursuant to certain terms as set forth in County Ordinance 2024-36, as amended by County Ordinance 2025-08; and

WHEREAS, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire 120 residential development rights ("RDUs"); and

WHEREAS, BMH has submitted a request to the Town to acquire 60 RDUs owned by the Town which are associated with Buckwalter from the Development Rights Bank via approval of a Transfer of Development Rights Ordinance and conveyance of the 60 RDUs via a purchase and sale agreement approved by Ordinance; and

WHEREAS, BMH also requests a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing for households which qualify at up to 80% of the current Area Median Income ("AMI") requiring an amendment to

the Development Agreement and Concept Plan to add the 60 RDUs to the total RDUs allowed within Buckwalter PUD as well as incorporate additional terms as deemed necessary; and

WHEREAS, the Town recognizes the need for additional affordable housing within the Town; and

WHEREAS, throughout the County and, in particular, southern Beaufort County, a shortage of affordable housing remains a pressing issue for local businesses, residents, and governmental organizations. Both the Town and BMH suffer due to the difficulties caused by a lack of reasonable housing options in attracting and retaining well-trained and highly qualified employees; and

WHEREAS, the Town of Bluffton Comprehensive Plan ("Blueprint Bluffton") adopted by Bluffton Town Council ("Town Council") on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Sections H1.4 and Sections H2.4; and

WHEREAS, Section XIII.3 of the Development Agreement allows density bonuses as an incentive for affordable housing; and

WHEREAS, on July 23, 2025, the Town of Bluffton Planning Commission held a Public Hearing and voted to forward to Town Council a recommendation of approval for the 14th Amendment of the Concept Plan ("14th Amendment) request; and

WHEREAS, the Town Council concurs with Planning Commission's recommendation; and

WHEREAS, the Town Council finds it to be in the Town's best interest to approve the 14th Amendment as shown in Exhibit A attached hereto and incorporated herein by reference and as further described herein.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, the Town hereby amends the Buckwalter Concept Plan in the following particulars:

1. The Concept Plan shall be amended in accordance with the terms and conditions of the Fourteenth Amendment to Development Agreement And Concept Plan attached hereto and incorporated herein as Exhibit A.

2. In the event of any conflict between the terms and conditions of the Concept Plan and the 14th Amendment, the terms and conditions of this 14th Amendment to the Development Agreement and Concept Plan shall control and the Development Agreement shall be deemed amended to that extent.

3. All other terms and conditions of the Concept Plan, as amended, shall not be changed or otherwise modified herein and are reaffirmed and remain unchanged.

4. This Ordinance shall take full force and effect upon final adoption by Town Council.

DONE, RATIFIED AND ENACTED this _____ day of _____, 2025.

This Ordinance was read and passed at first reading on July 15, 2025.

_____
Larry Toomer, Mayor
Town of Bluffton, South Carolina

_____
Marcia Hunter
Town of Bluffton, South Carolina

A public hearing was held on this Ordinance on August 12, 2025.

_____
Larry Toomer, Mayor
Town of Bluffton, South Carolina

_____
Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

This Ordinance was passed at second reading held on August 12, 2025.

_____
Larry Toomer, Mayor
Town of Bluffton, South Carolina

_____
Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

Exhibit A

14th Amendment To Development Agreement And Concept Plan - Buckwalter Tract

Prepared By and After
Recording Return to:
Burr & Forman LLP
Attn: Walter I Nester, III
23-B Shelter Cove Lane
Hilton Head Island, SC 29928
843-785-2171

STATE OF SOUTH CAROLINA)
)
)
)
)
COUNTY OF BEAUFORT

FOURTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT AND CONCEPT PLAN BUCKWALTER TRACT

THIS FOURTEENTH AMENDMENT ("Fourteenth Amendment") to Development Agreement and Concept Plan is made and entered into this _____day of _____, 2025 by and between the Town of Bluffton, South Carolina **("Town"),** and Beaufort Memorial Hospital, a hospital organized and governed by the laws of the state of South Carolina, its successors and assigns **("BMH"); collectively hereinafter the "Parties".**

RECITALS

WHEREAS, the Town and The Branigar Organization, Inc. executed and approved the Buckwalter Development Agreement **("Development Agreement"),** dated April 19, 2000, and as recorded in the Office of the Register of Deeds **("ROD")** for Beaufort County, South Carolina in Book 1288 at Page 1, which Development Agreement, as amended, governs the use and development of a tract of land known as the Buckwalter Tract, originally containing approximately 5,680 acres of land, establishes the available residential development units ("RDUs") more particularly described in the Development Agreement and amendments thereto (the **"Buckwalter PUD");** and,

WHEREAS, concurrently with the execution of the Development Agreement, the Town annexed the Buckwalter Tract and granted Concept Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and Concept Plan **("Concept Plan")** for Buckwalter Tract, adopted April 19, 2000; and,

WHEREAS, subsequent to the execution and approval of the Development Agreement and Concept Plan, the Town approved Thirteen (13) Amendments to the Development Agreement and Concept Plan, each hereinafter identified as follows:

1. **First Amendment.** Addition of 11.721 acres known as the Robertson Tract with additional Density to the Development Agreement and Concept Plan executed on June 21, 2002, and recorded in the ROD in **Book 1599** at **Page 1149;** and

2. **Second Amendment.** Addition of 43.38 acres known as the Johnson Tracts together with 55 RDUs to the Development Agreement and Concept Plan executed on February 4, 2003, and recorded in the ROD in **Book 1709** at **Page 440;** and

3. **Third Amendment.** Addition of 173.62 acres known as the Cypress Lake Tract from the Jones Estate Development Agreement and Concept Plan together with 600 RDUs and 90 acres of General Commercial Density to the Development Agreement and Concept Plan executed on October 10, 2005, and recorded in the ROD in **Book 2256 at Page 189; and**

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5. **Fifth Amendment.** Addition of 58.85 acres known as the Graves Tract together with 58.85 acres of General Commercial Density to the Development Agreement and Concept Plan executed on November 2, 2005, and recorded in the ROD in **Book 2305 at Page 410; and**

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13. **Thirteenth Amendment.** Addition of 65.592 acres known as Grande Oaks Commons, executed on January 17, 2025, and recorded in the Beaufort County Register of Deeds in **Book 4401 at Page 800;** and

WHEREAS, the Town of Bluffton ("Town") recognizes the need for additional affordable housing within the Bluffton area; and

WHEREAS, BMH has a goal to provide workforce and affordable housing for both healthcare employees and the public, and provide additional medical services throughout Beaufort County; and the Town has expressed a desire to support the goal of establishing affordable and workforce housing within the Town; and

WHEREAS, throughout Beaufort County ("County") and, in particular, southern Beaufort County, a shortage of affordable housing remains a pressing issue for local businesses, residents, and governmental organizations. Both the Town and BMH suffer due to the difficulties caused by a lack of reasonable housing options in attracting and retaining well-trained and highly qualified employees; and

WHEREAS, the Town of Bluffton Comprehensive Plan ("Blueprint Bluffton") adopted by Bluffton Town Council ("Town Council") on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Section H1.4 Foster relationships with non-profit groups and developers to assist in the development, construction, and/ or purchase of affordable housing units; and Section H2.4 Incentivize private sector partners to develop diverse housing options within existing development agreements; and

WHEREAS, the County purchased certain property located at 335 Buckwalter Parkway

consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 ("Property"), which is within the Buckwalter PUD and subject to the Development Agreement and Concept Plan, for the purpose of affordable housing ,said Property is more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, in addition to the Property, the County received an Assignment of Development Rights and Obligations Under Development Agreement for 10.09 acres of general commercial development rights; and

WHEREAS, On April 17, 2025, the County conveyed the Property to BMH for the construction of a 120 unit multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities (collectively the "Project") pursuant to certain terms as set forth in Beaufort County Ordinance 2024-36, as amended by County Ordinance 2025-08; and

WHEREAS, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire 120 RDUs; and

WHEREAS, BMH has submitted a request to the Town to acquire 60 RDUs owned by the Town which are associated with Buckwalter PUD from the Development Rights Bank via approval of a Transfer of Development Rights Ordinance and conveyance of the 60 RDUs via a purchase and sale agreement approved by Ordinance; and

WHEREAS, BMH also requests a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing for households which qualify up to 80% of the current Area Median Income ("AMI") via an amendment to the Buckwalter Development Agreement and Concept Plan to add the 60 RDUs to the total RDUs allowed within Buckwalter PUD as well as incorporate additional terms as deemed necessary; and

WHEREAS, pursuant to Sec. XIII.3 of the Development Agreement density bonuses are allowed as an incentive for affordable housing as follows: *"Affordable Housing. Owner and the Town recognize the increasing need for affordable housing in the Bluffton area. Owner will encourage and use best efforts to promote affordable housing within Buckwalter Tract and in consideration therefore, the Town will define affordable housing and develop reasonable incentives to encourage the development of affordable housing within Bluffton. Reasonable incentives may include but not be limited to the elimination of Development Fees on affordable housing, and density increases within any given tract to allow developers to offset any negative economic impacts as a result of the development of affordable homes. Owner will consult with Town regarding incentives to encourage and promote affordable housing which would include but not be limited to price discounts, and land and density adjustments."*; and

WHEREAS, as the Development Agreement does not provide guidance on the approval of density bonuses, the Town's Unified Development Ordinance ("UDO"), Section 6.5.4.C identifies

the incentive ranges for a qualified project which allows a 100% density bonus to projects providing 100% affordable housing, amounting to 60 RDUs for the Project, as follows:

Table 6.5.4: Density Bonus Incentive

Percentage of Workforce/Affordable Housing Units	Density Bonus
Minimum 25%	25%
26-50%	50%
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76+%	100%

":and

WHEREAS, pursuant to that certain resolution by the Town attached hereto as Exhibit "B" and made a part hereof, the Town has agreed to support the assignment of sixty (60) RDUs from the Town's Development Rights Bank for use on the Property; and

WHEREAS, it is the desire and intention of the Parties to enter into this Fourteenth Amendment to amend the Concept Plan to update the Density Summary Tables to reflect the additional RDUs contemplated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties agree as follows:

1. **Recitals.** The above recitals are incorporated herein by this reference thereto.

2. **Amendment of Development Agreement and Concept Plan.** The Development Agreement and Concept Plan are hereby further amended to provide:

   A. *Amendment to Development Agreement and Concept Plan.* The Development Agreement and Concept Plan, as amended, is hereby further amended to add an additional sixty (60RDUs to the overall residential density for the Buckwalter PUD only for use on the Property which result from a one hundred percent (100%) affordable housing density bonus pursuant to Section 6.5.4 of the UDO and Section XIII.3 of the Development Agreement. Notwithstanding anything otherwise contained in the Development Agreement or Concept Plan, the RDUs aforementioned allocated to the Property may not be transferred to any other piece, parcel or tract of land within the Buckwalter Tract or otherwise, and shall not be used for any other purpose than to construct affordable housing on the Property. This prohibition shall not apply to the transfer of RDUs development rights to the Town. The Conceptual Master

Plan's Density Summary Table is hereby amended to incorporate these additional RDUs which is provided as Exhibit "C" attached hereto and incorporated herein.

B. *Affordable Housing Provisions.* The residential component of the Property shall be restricted to use for Affordable Housing for thirty (30) years from the execution of this Fourteenth Amendment and memorialized through Affordable Housing Restrictive Covenants which shall be drafted prior to the issuance of any building permit, and upon review and approval by the Town Council, will be recorded with the in the ROD Bluffton prior to the issuance of any Certificate of Occupancy. Further, any future revisions to the said Affordable Housing Restrictive Covenants will require approval by the Town Council.

C. *Undeveloped General Commercial Development Rights.* BMH shall transfer to the Town via an Assignment of Rights and Obligations Under Development Agreement recorded in the ROD, the residual general commercial development rights after it is determined how many of their 10.09 acre holdings are necessary for the medical facilities on the Property upon the application for any building permit for said facility.

D. *Residential Dwelling Units to Town.* If following the completion of the Project any number of RDUs are unused, then BMH shall automatically convey said RDUs to the Town. Any failure by BMH, or its successors or assigns, to adhere to any terms, conditions, requirements herein or any future covenants or restrictions as it relates to the use of the RDUs for affordable housing for the Project shall result in BMH automatically conveying any and all remaining RDUs not already used at the time of the non-compliance to the Town.

3. **Reaffirmation of Buckwalter Development Agreement, Concept Plan and Amendments Thereto.** The Development Agreement, Concept Plan and all prior amendments thereto as modified by this Fourteenth Amendment are hereby ratified and reaffirmed as if set forth verbatim herein.

4. **Binding Effect.** This Fourteenth Amendment to the Development Agreement and Concept Plan shall inure to the benefit of and be binding upon the respective Parties hereto, their successors and assigns.

5. **Consistency with the Comprehensive Plan.** The Town confirms that the matters contained herein are consistent with the Town's Comprehensive Plan and consistent with

long range planning for the Town.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto, in and through their authorized representatives, have caused this instrument to be executed on their behalf effective the date first above written.

WITNESSES:

TOWN OF BLUFFTON,
SOUTH CAROLINA

By: _____

Its: _____

SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF BEAUFORT

_____ , Notary Public for South Carolina do hereby certify that _____ on behalf of the Town of Bluffton, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2025.

Notary Public for South Carolina
My Commission Expires: _____

WITNESSES:

BEAUFORT MEMORIAL HOSPITAL

By: _____

Its: _____

SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF _____

_____ , Notary Public for South Carolina do hereby certify that _____ on behalf of Beaufort Memorial Hospital personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2025.

Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT "A"

Legal Description

ALL that certain piece, parcel and tract of land, situate lying and being in the Town of Bluffton, Beaufort County, South Carolina, said parcel generally known and described as Parcel C6-B, the said parcel containing a total of 10.09 acres, said Parcel C6-B more specifically shown and described on a boundary survey (the "Plat") thereof entitled "A ALTA/ACSM LAND TITLE SURVEY OF PARCEL C6-B BUCKWALTER PARKWAY", said Plat dated January 14, 2003 as prepared by T-Square Group, Inc. and certified by Forrest Baughman SCRLS #4922, with said Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 91 at Page 147. For a more specific reference to Parcel C6-B by metes and bounds, reference is herewith made to the plat of record.

SAID PROPERTY is conveyed subject to all applicable covenants, conditions, restrictions and easements filed of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMS# R610 030 000 0712 0000

EXHIBIT B

Town of Bluffton Resolution

Exhibit C

Buckwalter Concept Plan

Conceptual Master Plan

TOWN OF BLUFFTON
DEVELOPMENT AGREEMENT APPLICATION

Growth Management Customer Service Center
20 Bridge Street
Bluffton, SC 29910
(843)706-4500
www.townofbluffton.sc.gov
applicationfeedback@townofbluffton.com

Applicant	Property Owner
Name: Livewell Terrace L.P.	Name: Beaufort County Memorial Hospital
Phone: 614-396-3200	Phone: 843-522-5108
Mailing Address: 500 South Front St., Columbus, OH 43215	Mailing Address: 955 Ribaut Road, Beaufort, SC 29902
E-mail: aamstutz@wodagroup.com	E-mail: Allison.Coppage@bmhsc.org
Town Business License # (if applicable):	

Project Information

Project Name: Livewell Terrace	☐ New	☑ Amendment
Project Location: 335 Buckwalter Parkway		
Zoning District: Buckwalter PUD	Acreage: 10.09	
Tax Map Number(s): R610 030 000 0712 0000		
Project Description: 120 Unit Affordable Apartment Complex and 6000 SF Medical Office Building		

Minimum Requirements for Submittal

- ☐ 1. One (1) paper copy and digital file of the draft Development Agreement.
- ☐ 2. Mandatory Application Check In Meeting scheduled.
- ☐ 3. Recorded deed and plat showing proof of property ownership.
- ☐ 4. Project Narrative describing reason for application and compliance with the criteria in Article 3 of the UDO.
- ☐ 5. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.

Note: **A Pre-Application Meeting is required prior to Application submittal.**

Disclaimer: **The Town of Bluffton assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.**

I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property. As applicable, I authorize the subject property to be posted and inspected.

Property Owner Signature: Date: 4/4/25

Applicant Signature: Date: 4/19/25

For Office Use

Received By:	*Date Approved:*
Application Number:	

TOWN OF BLUFFTON
PLANNED UNIT DEVELOPMENT (PUD) CONCEPT PLAN APPLICATION

Growth Management Customer Service Center
20 Bridge Street
Bluffton, SC 29910
(843)706-4522
www.townofbluffton.sc.gov
applicationfeedback@townofbluffton.com

Applicant	Property Owner
Name: Livewell Terrace L.P.	Name: Beaufort County Memorial Hospital
Phone: 614-396-3200	Phone: 843-522-5108
Mailing Address: 500 South Front Street Columbus, OH 43215	Mailing Address: 955 Ribaut Road Beaufort, SC 29902
E-mail: aamstutz@wodagroup.com	E-mail: Allison.Coppage@bmhsc.org
Town Business License # (if applicable):	

Project Information

Project Name: Livewell Terrace	☐ New	☒ Amendment
Project Location: 335 Buckwalter Parkway	Acreage: 10.09	
PUD Name: Buckwalter		
Tax Map Number(s): R610 030 000 0712 0000		
Project Description: 120 Unit Affordable Apartment Complex and 6000 SF Medical Office Building		

Minimum Requirements for Submittal

- ☐ 1. Two (2) full sized copies and digital files of the Concept Plan.
- ☐ 2. Recorded deed and plat showing proof of property ownership.
- ☐ 3. Project Narrative describing reason for application and compliance with the criteria in Article 3 of the UDO.
- ☐ 4. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.

Note: **A Pre-Application Meeting is required prior to Application submittal.**

Disclaimer: **The Town of Bluffton assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.**

I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property. As applicable, I authorize the subject property to be posted and inspected.

Property Owner Signature: Date: 4/4/25

Applicant Signature: Date: 4/29/25

For Office Use

Application Number:	*Date Received:*
Received By:	*Date Approved:*

TOWN OF BLUFFTON
TRANSFER OF DEVELOPMENT RIGHTS APPLICATION

Growth Management Customer Service Center
20 Bridge Street
Bluffton, SC 29910
(843)706-4500
www.townofbluffton.sc.gov
applicationfeedback@townofbluffton.com

Applicant	Property Owner
Name: Livewell Terrace L.P.	Name: Beaufort County Memorial Hospital
Phone: 614-396-3200	Phone: 843-522-5108
Mailing Address: 500 South Front Street Columbus, OH 43215	Mailing Address: 955 Ribaut Road Beaufort, SC 29902
E-mail: aamstutz@wodagroup.com	E-mail: Allison.Coppage@bmhsc.org
Town Business License # (if applicable):	

Project Information

Project Name: Livewell Terrace	
Development Rights Being Transferred:	
Sending Zone:	**Receiving Zone:**
Zoning District:	Zoning District: Buckwalter PUD
Address:	Address: 335 Buckwalter Parkway, Bluffton
Tax Map Number:	Tax Map Number: R610 030 000 0712 0000

Minimum Requirements for Submittal

- ☐ 1. Two (2) full sized copies and digital files of the maps and/or plans depicting the Sending and Receiving Zones.
- ☐ 2. Two (2) full sized copies and digital files of the Boundary Surveys, signed and sealed by a registered land surveyor, of Sending Zone and Receiving Zone.
- ☐ 3. Project Narrative describing reason for application and compliance with the criteria in Article 3 of the UDO.
- ☐ 4. Recorded deed and plat showing proof of property ownership for both Receiving and Sending Zones.
- ☐ 5. Statement of the Applicant(s) ability and right to transfer.
- ☐ 6. Submittal of concurrent applications as applicable.
- ☐ 7. An Application Review Fee as determined by the Town of Bluffton Master Fee Schedule. Checks made payable to the Town of Bluffton.

Note: **A Pre-Application Meeting is required prior to Application submittal.**

Disclaimer: **The Town of Bluffton assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.**

I hereby acknowledge by my signature below that the foregoing application is complete and accurate and that I am the owner of the subject property. As applicable, I authorize the subject property to be posted and inspected.

Property Owner Signature: _____ Date: 4/4/25

Applicant Signature: _____ Date: 4/19/25

For Office Use

Application Number:	*Date Received:*
Received By:	*Date Approved:*

APPLICATION NARRATIVE
FOR
APPLICATIONS FOR BUCKWALTER DEVELOPMENT AGREEMENT AND CONCEPT PLAN AMENDMENT
AND
BUCKWALTER CONCEPT MASTER PLAN AMENDMENT
AND
TRANSFER OF DEVELOPMENT RIGHTS
FOR
DEVELOPMENT OF AFFORDABLE HOUSING ON
10.09 ACRE PARCEL LOCATED AT 335 BUCKWALTER PARKWAY
FOR
BEAUFORT COUNTY MEMORIAL HOSPITAL
AND
LIVEWELL TERRACE L.P.

STATE OF SOUTH CAROLINA	)	**BEFORE THE PLANNING COMMISSION**
	)	**AND TOWN COUNCIL OF THE**
COUNTY OF BEAUFORT	)	**TOWN OF BLUFFTON, SOUTH CAROLINA**

APPLICATION NARRATIVE
FOR
APPLICATIONS FOR BUCKWALTER DEVELOPMENT AGREEMENT AND CONCEPT PLAN AMENDMENT
AND
BUCKWALTER CONCEPT MASTER PLAN AMENDMENT
AND
TRANSFER OF DEVELOPMENT RIGHTS
FOR
DEVELOPMENT OF AFFORDABLE HOUSING ON
10.09 ACRE PARCEL LOCATED AT 335 BUCKWALTER PARKWAY
FOR
BEAUFORT COUNTY MEMORIAL HOSPITAL
AND
LIVEWELL TERRACE L.P.

This Project Narrative is submitted with and is intended to be incorporated in and comprise a part of the application for (i) Buckwalter Development Agreement and Concept Plan amendment for the Buckwalter Planned Unit Development; (ii) application for Buckwalter Concept Master Plan amendment; and (iii) application for the Transfer of Development Rights (collectively sometimes herein the "**Application**") of Livewell Terrace Limited Partnership ("**Applicant**")[1]. This narrative is submitted to the Planning Commission and the Town Council for the Town of Bluffton, South Carolina (the "**Town**") to explain the

[1] See Acts and Joint Resolutions of the General Assembly of the State of South Carolina, No. 1197 attached hereto as Exhibit "A" and made a part hereof.

request and describe how the Application meets the criteria of the Town's Unified Development Ordinance (the "**UDO**") as required by the Application and the UDO.

I. **NARRATIVE**.

A. **Introduction, Background And Request**.

Beaufort County Memorial Hospital is the owner[2] (the "**Owner**") of an approximate 10.09 acre parcel of real property (the "**Property**") identified by Beaufort County Tax Map number **R610 030 000 0712 0000** located on Buckwalter Parkway in the Town. The 411 address for the Property is #335 Buckwalter Place Boulevard and it is more specifically shown and described as "Parcel C6-B" on that certain plat of survey entitled "A ALTA/ACSM Land Title Survey of Parcel C6-B Buckwalter Parkway", dated January 14, 2003 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina ("**ROD**") in **Plat Book 91** at **Page 147**[3].

The Property is unimproved and is currently zoned Buckwalter Planned Unit Development with a use designation of General Commercial with the allocation of 10.9 acres of Commercial Development Rights.[4] The Property is subject to the Development Agreement and Concept Plan for the Buckwalter Tract, recorded in the ROD in Book 1288 at Page 1, as amended (the "**Development Agreement**"). It is the intent of Owner to construct one hundred twenty (120) apartments. One hundred percent (100%) of the apartments shall be designated as affordable housing units with that use being confirmed by a restrictive covenant (the "**Affordable Housing Restrictive Covenant**") in the form attached hereto and made a part hereof.[5] The Applicant is proposing the development be named Livewell Terrace. Applicant is seeking transfer of sixty (60) residential development rights ("**RDUs**") from the Town of Bluffton and a corresponding one hundred percent (100%) density bonus pursuant to Section 6.5.4 of the UDO ("**Density Bonus**"). In addition, a portion of the Property shall also be developed by Owner as a 6,000 square foot medical office building and sufficient development rights shall be retained by the Applicant. The balance of the 10.09 acres of General Commercial development rights ("**GC Rights**") shall be transferred to the Town.

Owner has provided an authorization letter.[6]

The Applicant submits this Application requesting the approval of:

1. Approval of an amendment to the Development Agreement together with an amendment to the Buckwalter Concept Master Plan ("**Concept Master Plan**")[7] as described herein;

2. Approval of the Transfer of Development Rights described herein; and

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[2] See deed recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in **Book 4423** at **Pages 1991** attached hereto as Exhibit "B" and made a part hereof.

[3] See said boundary plat attached hereto as Exhibit "C" and made a part hereof.

[4] See Zoning Letter attached hereto as Exhibit "D" and made a part hereof.

[5] Attached hereto as Exhibit "E".

[6] See letter attached hereto as Exhibit "F".

[7] See proposed amended Concept Master Plan attached hereto as Exhibit "G" and made a part hereof.

3. Approval of the Density Bonus described herein.

II. **AMENDMENT TO DEVELOPMENT AGREEMENT AND CONCEPT PLAN**.

A. **Applicability**. The Property is currently zoned Buckwalter PUD and within the Buckwalter Commons Land Use Tract and the Buckwalter Commons Phase I Master Plan and this application seeks to amend the Development Agreement and Concept Master Plan for Buckwalter Tract ("**Concept Master Plan Amendment**") to allocate 120 RDUs to the Buckwalter Commons Land Use Tract, subject to the Affordable Housing Restrictive Covenant, and to transfer the GC Rights to the Town and to update the current Density Summary Tables in the Concept Master Plan to reflect the additional residential development rights contemplated herein. The Applicant submits that it is appropriate to amend the Development Agreement and Concept Master Plan (collectively sometimes hereinafter the "**Amendment**") and assign the Property the density as more particularly described herein.

1. **Consistency with the Comprehensive Plan**.

a. *Cultural Resources. The Cultural Resources Element of the Comprehensive Plan instructs the Town to strive to maintain a sense of community, diversity and individuality by preserving cultural resources.*[8] The proposed Amendment will not adversely affect the Culture Resources vision of the Comprehensive Plan since the Property is currently undeveloped and no historical or cultural resources will be removed or impacted. The proposed Amendment allows more diverse housing options which will provide housing opportunities for a more diverse population to live in the Town and to contribute the cultural vision of the Comprehensive Plan.

b. People. *The People Element of the Comprehensive Plan acknowledges and accepts the Town's diverse population and strives to offer a high quality of life for all residents, visitors and workers.*[9] The proposed Amendment is consistent with the People Element as it provides affordable housing to support the current and future population of the Town located in the Buckwalter PUD.[10] Furthermore, it is consistent with and furthers efforts to fulfill the goal to prepare for the minimum two-fold increase growth of the Town's permanent residents and increase resources available to an increasingly diverse population. The proposed Amendment is therefore consistent with the People Element of the Comprehensive Plan.

c. Economy. *The Economy Element of the Comprehensive Plan instructs the Town to strive to create a vital, diverse and sustainable local economy that enhances Bluffton's community resources: human, natural and economic.*[11] The Economy Element of the Comprehensive Plan recognizes the need to ensure a balanced local economy through revisions to zoning and land use regulations and also the need to foster and environment that

[8] See Element 1, Blueprint Bluffton Comprehensive Plan 2022, Page 29.
[9] See Element 2, Blueprint Bluffton Comprehensive Plan 2022, Page 47.
[10] See Element 2, Blueprint Bluffton Comprehensive Plan 2022, Page 47.
[11] See Element 3, Blueprint Bluffton Comprehensive Plan 2022, Page 59.

supports entrepreneurship and innovation. The Applicant's proposed Amendment provides residents and guests of the Town and the greater Bluffton area with affordable housing options which will attract a diverse population that can contribute to and grow the local economy. All of which serve to enhance the Town's human, natural and economic resources and thus and contributes to growth of local businesses and form a stable tax base. Accordingly, the proposed additional use category is consistent with the Economy of the Comprehensive Plan.

d. Resiliency. *The Resiliency Element of the Comprehensive Plan instructs the Town to plan adapt to changes in climate and natural resources, and promote renewable power sources.*[12] The Applicant's proposed Amendment will facilitate the creation of a strong and diverse workforce who will be enabled to contribute to the innovation and new business located in the Town needed to create a resilient and strong community in the Town. The addition of affordable housing to the Town will allow a younger workforce to live and work in the Town and thus allow new thought leadership to contribute to and reinforce the resilient Town community.

e. Housing Element. *The Housing Element of the Comprehensive Plan seeks to ensure that every resident has decent, safe and affordable housing.*[13] The Applicant's proposed Amendment supports the Housing Element as it provides affordable housing for the existing and growing workforce. The proposed Amendment directly addresses the Housing Element and will provide a community of 100% affordable housing. The proposed Amendment will allow affordable housing in and around new developments in Bluffton and thus will provide housing for the much needed workforce to sustain the growing communities in the Town.

f. Natural Resources Element. *The Natural Resources Element of the Comprehensive Plan instructs the Town to conserve, protect, restore, and enhance natural resources in the Town.*[14] The Applicant is seeking to amend the Concept Master Plan to authorize use of the Property for uses consistent within the Buckwalter PUD as well as that of other areas within the municipal limits of the Town along Buckwalter Parkway corridor and in the Buckwalter PUD. The land surrounding the Property is primarily developed pursuant to the Development Agreement and Concept Master Plan and the Applicant's proposed Amendment will not disturb existing recreational facilities nor prohibit public access to water facilities. The proposed Amendment will not also impact an ecologically sensitive natural area and is thus consistent with the Natural Resources Element.

g. Land Use Element. *The Land Use Element of the Comprehensive Plan encourages the Town to envision a more balanced Bluffton and identify areas for development to better suit community needs.*[15] The Applicant's

[12] See Element 4, Blueprint Bluffton Comprehensive Plan 2022, Page 75.
[13] See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 95.
[14] See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 109.
[15] See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 109.

proposed Amendment provides residents and guests of the Town and the greater Bluffton area with additional affordable housing options which will provide a much needed addition to the community. The Applicant's proposed use of the Property is supported by the surrounding existing infrastructure and does not adversely impact or create unplanned burdens on the natural environment or existing infrastructure.

h. Transportation Vision. *The Transportation Vision of the Comprehensive Plan seeks to connect residents with destinations and expand the integrated active transportation network and expand public transportation.*[16] The Applicant's proposed use is consistent with and supports the Transportation Element of the Comprehensive Plan. Access and road infrastructure for the Property will tie into existing developed transportation networks seamlessly. The development of the Property will provide an opportunity for residents to live close to their work and thus allow for greater use of public transportation and already developed transportation networks.

i. Community Facilities Element. *The Community Facilities Element of the Comprehensive Plan encourages the Town to unite the community through shared facilities and plan for future growth.*[17] The approval of this Application supports the Community Facilities Element by allowing for the future growth of the Town by providing affordable housing for a younger, more diverse population to live and work in Bluffton. The proposed Amendment will allow the development of an affordable housing community with new utilities systems that will reduce waste and will not negatively impact surrounding development.

j. Priority Investments Element. *The Priority Investments Element of the Comprehensive Plan encourages the realization of community priorities through consistent and responsible funding.*[18] The Applicant's proposed Amendment already benefits from State funded tax credits for affordable housing. Accordingly, approval of the proposed Amendment will support the State initiatives to allow affordable housing in communities throughout the State. The proposed Amendment will not require funding from the Town and will be consistent with the Priority Investment Element.

2. **Consistency with the intent of the Planned Unit Development Zoning District**. Section 4.2.13 of the UDO describes the purpose of the PUD district as one to "achieve the objectives of the Town of Bluffton *Comprehensive Plan* and to allow flexibility in development than could otherwise be achieved through strict application of this Ordinance." The Owner submits that the proposed Amendment will achieve this flexibility and will result in achieving the purpose of the PUD which is to "improve[] design, character and quality of walkable mixed-use developments and preserve natural and scenic features of open spaces."[19]

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[16] See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 155.
[17] See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 173.
[18] See Element 5, Blueprint Bluffton Comprehensive Plan 2022, Page 193.
[19] See Section 4.2.13, Planned Unit Development, Town of Bluffton Unified Development Ordinance

a. Eligibility. The Owner submits that the proposed Amendment meets the required eligibility criteria as outlined below.

i. Preservation of Significant Natural and Historic Features. The Applicant submits that the proposed Amendment does not alter or diminish the existing preservation and enhancement natural and historic features of the Buckwalter PUD.

ii. Preservation of Usable Open Space. The Applicant submits that the proposed Amendment will not alter or diminish the existing preservation of usable open space. The addition of the Property adds usable open space to the Buckwalter PUD.

iii. Incorporation of a Complementary Mixture of Uses. The Applicant submits that the proposed Amendment will complement the current mixture of uses in the Buckwalter PUD because of the affordable housing and medical office spaces uses proposed for the Property.

iv. Inclusion of Creative Design of as Nonconforming Site. The Applicant submits that the Property is in conformance with the Ordinance and the inclusion of the Property in the Buckwalter PUD will maintain compliance with the Ordinance and further implements the goals of the Comprehensive Plan.

v. Economic Development. The Applicant submits that the proposed Amendment will provide economic development consistent with the Comprehensive Plan as outlined in this Application.

b. Public Services. The Applicant submits that the proposed Amendment will not impact the Buckwalter PUD's ability to be served by adequate public services. In fact, the inclusion of the Property will add to the public services offered through the addition of the affordable housing opportunity for residents of the Town.

c. Allowed Uses. The Applicant submits that the land uses proposed on the Property are consistent with the uses within the Buckwalter Commons Land Use Tract.

d. Affordable Housing. The Applicant submits that the proposed Amendment will not negatively impact the existing affordable and workforce housing located within the Buckwalter PUD but will enhance and add to the available affordable housing in the community at large.

e. Dimensional Requirements. The Applicant submits that proposed Amendment will not cause deviations from the current standards for dimensional requirements.

3. **Consistency with Development Agreement and Concept Plan**. The proposed Amendment is consistent with the Development Agreement and Concept Master Plan for Buckwalter PUD. The Town and Branigar Organization, Inc. executed and approved the Development Agreement, which Development Agreement, as amended, governs the use and development of a tract of land known as the

Buckwalter Tract. Concurrently with the execution of the Development Agreement, the Town of Bluffton annexed Buckwalter Tract into the Town boundaries and granted Concept Master Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and Concept Plan for Buckwalter Tract, adopted April 19, 2000. Subsequent to the execution and approval of the Development Agreement, the Town Approved thirteen (13) Amendments to the Buckwalter Development Agreement and Concept Plan. The Owner submits that the change of use for affordable residential multi-family and medical office use for the Property is consistent with the Development Agreement and Concept Master Plan for Buckwalter PUD and therefore submits a proposed Amendment to Development Agreement and Concept Plan - Buckwalter Tract attached hereto as Exhibit "H" and made a part hereof.

4. **Compatibility of Proposed Land Uses, Densities, Traffic Circulation, Environmental Features and Design with Adjacent Land Uses as well as Character of Surrounding Area**.

a. Land Uses. The Property is already in the Buckwalter PUD and the uses are consistent with the uses already existing in the Buckwalter PUD and are derived from uses allowed in the Town and specifically within the Buckwalter PUD. Across Buckwalter Parkway exists Buckwalter Place with commercial and medical facilities. To the South East of the Property is the Townes at Buckwalter, a residential community.

b. Density. The Property currently has 10.9 acres of General Commercial density. The requested density of 60 RDUs and a 100% density bonus per Section 6.5.4 of the UDO is consistent with surrounding density and uses and that found in the Buckwalter PUD, Development Agreement and Concept Master Plan and therefore the proposed density of the Property is compatible with the density and development along Buckwalter Parkway within the municipal limits of the Town and that along the Buckwalter PUD.

c. Traffic Circulation. The Property is served by Buckwalter Parkway which provides direct access to U.S. Highway 278. Other than the Bluffton Parkway which leads to South Carolina Highway 170, no other public rights of way are nearby. Much of the surrounding land is already developed and traffic impacts have or are being addressed. Development of the Property shall comply with applicable traffic requirements.

d. Environmental Features. Much of the surrounding property is already developed with commercial uses and the impacts on natural resources and the existing natural environment have been considered, planned and already approved. Accordingly, the Applicant submits that the proposed Amendment will not result in any major or unanticipated impacts to the natural resources and existing environmental features of the surrounding areas. Further, the development proposed will adhere to all stormwater requirements of the Town.

e. Character of Surrounding Areas. Much of the surrounding property is already developed with commercial and residential uses institutional uses and design, aesthetics and character have already been considered and

addressed. Applicant intends to develop the Property consistent with the character of the surrounding existing development.

5. **Ability to be served by adequate public services**. The Property has direct access to Buckwalter Parkway and indirect access to U.S. Highway 278, a major arterial with excellent connections to the Bluffton Parkway, South Carolina Highway 46 and 170 and beyond. The Property has ability to connect to all necessary and readily available utilities and storm water drainage facilities that are suitable for the proposed use and those available in the Buckwalter PUD.

6. **Demonstration of innovative site planning techniques that improve upon the standards in other allowable Town of Bluffton zoning districts with the purpose of enhancing the Town of Bluffton's health, safety and welfare**. Much of the surrounding property is already developed with commercial and residential uses. The proposed Amendment will ensure that the balance of the Property is developed in accordance with the surrounding Buckwalter PUD and will not negatively impact the Town of Bluffton's health, safety and welfare.

7. **Conformance with adopted or accepted plans, policies, and practices of the Town of Bluffton**. Much of the surrounding property is already developed with commercial and residential uses in conformance with policies and practices of the Town of Bluffton. For a discussion of compatibility with the Town of Bluffton Comprehensive Plan please refer to Section IIA.1 of this Application Narrative.

8. **Compliance with applicable requirements in the Application Manual**. The Applicant submits that this Application is compliant with the applicable requirements of the Town's Applications Manual.

III. **TRANSFER OF DEVELOPMENT RIGHTS AND DENSITY BONUS**.

A. **Applicability**. Pursuant to Section 6.6 of the UDO, Applicant seeks the Transfer of Development Rights from the Town's Development Rights Bank in the amount of sixty (60) RDUs and a 100% density bonus pursuant to Section 6.5.4 of the UDO for affordable/workforce housing. Applicant intends to develop an affordable housing apartment complex on the Property called Livewell Terrace. The development of the Property will include the following features:

1. Total number of units will be 120. This number assumes the 100% density bonus as described in Section 6.5.4 of the UDO is granted.

2. Units will be available to Beaufort County Memorial Hospital employees and any other persons seeking affordable housing.

3. Affordable Housing Description:

   a. Number of Units by number of bedrooms: 30 one-bedroom units, 60 two-bedroom units, 30 three-bedroom units.

   b. Unit Area Median Income Breakdown: 30 units restricted to 40% Area Median Income, 60 units restricted to 60% Area Median Income, 30 units

restricted to 80% Area Median Income. Income restrictions to be proportionally divided by unit types and sizes.

c. All 120 affordable housing units to be developed in a single phase.

d. Affordable housing units to be available to anyone looking for housing pursuant to SC Housing requirements.

e. Annual rent and income limits are determined by the Area Median Income by unit size for Beaufort County. The U.S. Department of Housing and Urban Development ("HUD") determines the median income for each household size annually. Then for each income restricted unit, the household can earn an income no more than the restricted percentage of that median income. For example, a one-person household living in an 80% Area Median Income unit can earn no more than 80% of what HUD determines is the median income for a one-person household in Beaufort County to be eligible to live in the unit. The rent caps are then determined by HUD's assumption that each unit is occupied by 1.5 persons per bedroom. For example, a two-bedroom unit will have rent limits established under the assumption that a three-person household is living in the unit. This might not always be the case as SC Housing requires the occupancy standards to permit 1-2 persons per bedroom, so a two, three, or four person household would be permitted to live in a two-bedroom unit. The rents are then capped at 30% of the monthly income limit. So, in the example of a two-bedroom unit at 80% Area Median Income, the max rent will be determined by taking the three-person household median income, multiplying it by 80% to get the 80% Area Median Income, dividing by 12 to get the monthly income limit, and then multiplying by 30% to get the rent limit.

f. The above description includes details as to how a household qualifies in terms of income eligibility. In addition to this eligibility, background checks (including criminal, credit, etc.) are performed on every household to confirm qualification with the management team's occupancy requirements.

B. **Criteria for Release of Development Rights**. Pursuant to resolutions adopted by the Town on January 14, 2025 (the "**Town Resolution**"), Applicant agrees to comply with the requirements and criteria set forth in the Town Resolution and the following requirements in order to receive Development Rights from the Town:

1. The Town will hold the sixty (60) RDUs and the Density Bonus in the Town's Development Rights Bank until such time as their release and assignment from the Town to Owner as necessary to construct affordable housing as described herein.

2. The release of the RDUs will occur at the time Building Permit Applications are submitted for each multi-family structure on the Property. The RDUs will be transferred by Assignment of Rights and Obligations Under Development Agreement which shall be recorded in the Beaufort County Register of Deeds.

3. Applicant has prepared an Affordable Housing Restrictive Covenant which is attached hereto as Exhibit "E" and made a part hereof. Upon approval, such covenants shall be recorded in the Beaufort County Register of Deeds. Future revisions to the covenants shall require approval of the Town Manager.

4. Use of the 120 RDs (60 RDUs plus the density bonus) once assigned to Owner, shall be limited to the Property and may not be transferred or utilized elsewhere within Buckwalter PUD or the Town.

5. Owner shall transfer to the Town via an Assignment of Rights and Obligations Under Development Agreement recorded in the Beaufort County Register of Deeds, the residual general commercial development rights after it has determined rights required for the development of the medical facilities on the Property.

IV. CONCLUSION.

A. The Applicant believes the foregoing narrative and analysis demonstrates that this Application is in conformance with the Town's Comprehensive Plan, and meets the criteria set forth in Section 3.4.3 of the UDO. Accordingly, the Applicant respectfully requests that the Planning Commission and Town Council:

1. Review this Application and the supporting documentation and any testimony which will be entered into the record.

2. Find the following:

a. That this Application and the supporting testimony and documentation establish the physical, geographical, hydrological and other environmental features of the Property support the breadth and intensity of the uses available in the proposed additional use category.

b. That this Application and the supporting testimony and documentation establish that the uses available in the proposed additional use category for the Property are compatible with surrounding uses and zoning districts in terms of suitability of location, impacts on the environment, noise, density, nature of use, traffic impacts, aesthetics, ability to develop adjacent properties under existing zoning and the potential influence on property values.

c. That this Application and the supporting testimony and documentation establish that the public infrastructure and services are available and capable of sufficiently accommodating the uses available in the proposed additional use category without compromising the public health, safety and welfare of the Town.

d. That this Application and the supporting testimony and documentation establish that there is a public need in the zoning district and the Town for the use proposed by the Application.

e. That this Application and the supporting testimony and documentation are in compliance with the applicable requirements in the Applications Manual.

3. Recommend approval of this Application with uses and density as set forth in the proposed Amendment to the Buckwalter Development Agreement and Concept Master Plan.

Respectfully submitted on behalf of the Applicant this 6th day of May, 2025.

Burr & Forman LLP

EXHIBIT "A" TO SUPPLEMENT

South Carolina Secretary of State
Business Filings Report

(please see attached)

Acts and Joint Resolutions

OF THE

GENERAL ASSEMBLY

OF THE

State of South Carolina

REGULAR SESSION OF 1966

AND

EXTRA SESSION OF 1965-66

Second Part

of Fifty-fourth Volume of Statutes at Large

(The Acts and Joint Resolutions of 1965
Constituted First Part)

PRINTED UNDER DIRECTION OF
LEWIE GRIFFITH MERRITT
CODE COMMISSIONER

tion of the watershed conservation district is not administratively practicable and feasible, they shall record such determination and shall certify such determination to the directors of the watershed conservation district; *provided,* however, that the supervisors shall not be authorized to determine that the continued operation of the watershed conservation district is administratively practicable and feasible unless at least a majority of the votes cast in the referendum shall have been cast in favor of the continuance of the watershed conservation district.

(4) Upon receipt from the supervisors of a certification that they have determined that the continued operation of the watershed conservation district is not administratively practicable and feasible, the directors shall forthwith proceed to terminate the affairs of the watershed conservation district. A copy of the determination shall be certified to the Auditor of Beaufort County for recording. After being recorded, the certification shall be filed with the State Soil and Water Conservation Committee.

SECTION 19. Supervisory authority if district discontinued.— If the Beaufort-Jasper County Soil and Water Conservation District is discontinued, all supervisory authority over the affairs of the watershed conservation district which was previously exercised by the supervisors shall thereafter be exercised by the governing body of Beaufort County.

SECTION 20. This act shall take effect upon approval by the Governor.

Approved the 14th day of May, 1966.

(R1285, S800)

No. 1197

An Act To Create The Beaufort County Memorial Hospital, Provide For The Appointment Of A Board Of Regents, Prescribe Its Powers And Duties, Provide For The Maintenance And Operation Of The Hospital And To Repeal Acts 777 Of 1942, 492 of 1944 And 902 Of 1948, Relating To The Beaufort County Hospital Association.

Be it enacted by the General Assembly of the State of South Carolina:

SECTION 1. Beaufort County Memorial Hospital created.— There is hereby created the Beaufort County Memorial Hospital to

be governed by a board of regents consisting of nine members to be appointed by a majority of the county legislative delegation, including the Senator. The original appointments shall be four for two years and five for four years; thereafter, all appointments shall be for four years and until their successors are duly appointed and qualified. *Provided,* that the original appointments pursuant to this act shall include the present members of the Board of Regents of the Beaufort County Hospital Association. Any vacancy caused by death, resignation or otherwise shall be filled in the same manner in which appointments are made. The members of the board shall receive no salary but, while in attendance at a meeting, shall be entitled to per diem and mileage not to exceed ten dollars.

SECTION 2. Board members—chairman—officers.—The members of the board of regents shall meet as soon as practicable after all appointments have been made and elect one of its members as chairman and such other officers as it may deem necessary. The officers shall serve for two years or until their successors have been elected.

SECTION 3. Property of Beaufort County Hospital Association.—All the property, real and personal, and funds that are now in the control of the Beaufort County Hospital Association shall become the property of the Beaufort County Memorial Hospital.

SECTION 4. Funds—administrator.—The board is authorized to equip, maintain and operate the hospital out of funds provided by the annual county appropriations act. The board shall employ a competent administrator who shall be its direct executive representative in the management of the hospital.

SECTION 5. Powers and duties.—The board shall have the following powers and duties:

(1) To adopt and use a corporate seal;

(2) To adopt such bylaws, rules and regulations for the conduct of its business and expenditure of its funds, as it may deem advisable;

(3) To acquire by gift, purchase, lease or otherwise, all kinds and descriptions of real and personal property;

(4) To accept gifts, grants, donations, devises and bequests;

(5) To enlarge and improve any hospital building that it may acquire or construct;

(6) To adequately staff and equip any hospital that it may operate;

(7) To provide and operate out patient departments;

(8) To establish and operate such clinics as the board may deem necessary to the health of the residents of Beaufort County;

(9) To employ such personnel as it may deem necessary for the efficient operation of the several facilities maintained by the board;

(10) To establish and promulgate reasonable rates for the use of the services and facilities afforded by the board;

(11) To provide reasonable regulations concerning the use of the facilities maintained by the board including reasonable rules governing the conduct of physicians, nurses and technicians while on duty or practicing their profession in the facilities maintained by the board;

(12) To define eligibility requirements for patients for charity services, to operate and maintain necessary services for such patients, to contract with third parties for reimbursement for services rendered to such patients, and to collect partial payment from patients unable to pay the rates established by the board;

(13) To expend the proceeds derived from the charges made for the use of the services and facilities of the hospital for the operation and maintenance thereof;

(14) To arrange with the proper authorities of any adjoining county, upon such financial terms as are agreeable to each, to admit and care for charity cases from such adjoining county; *provided*, that patients may be admitted to the hospital from any place whatsoever;

(15) To expend any funds received in any manner, and the proceeds derived from the issue of bonds, to defray any costs incident to establishing, constructing, equipping and maintaining any hospital;

(16) To apply to the Federal Government and any other governmental agency for a grant of moneys to aid in the construction and equipment of any hospital;

(17) To dispose of any property, real or personal, that it may possess, provided always that it shall not dispose of the hospital building;

(18) To enter into contracts for hospital care with any association or agency of the Federal government having a hospital care program;

(19) To exercise the power of eminent domain, in the manner provided by the general laws of the State of South Carolina for procedure by any county, municipality or authority created by or organized under the laws of this State, or by the State Highway Department, or by railroad corporations.

SECTION 6. Bonds.—Bonds or notes of the hospital shall be issued by the governing body of the county upon the authorization of the county legislative delegation. The funds received from such issue shall be deposited with the county treasurer.

SECTION 7. Audit.—The board shall file a copy of an annual audit of the financial operations of the hospital with the governing body of the county and the county legislative delegation. During the month of January of each year the board shall furnish to the legislative delegation its budget requests for the succeeding fiscal year.

SECTION 8. Hospital—board to manage.—The board shall manage and control the hospital and its financial affairs, but shall have no authority to create any financial obligation on the county beyond the amounts appropriated for the hospital.

SECTION 9. Acts 777 of 1942, 492 of 1944 and 902 of 1948 repealed.—Acts 777 of 1942, 492 of 1944 and 902 of 1948 are repealed.

SECTION 10. Time effective.—This act shall take effect upon approval by the Governoor.

Approved the 8th day of June, 1966.

(R1321, H2659)

No. 1198

An Act To Authorize The Forest Beach Public Service District In Beaufort County To Pledge The Full Faith And Credit Of The District To The Payment Of The Principal And Interest Of Its Obligations.

Be it enacted by the General Assembly of the State of South Carolina:

SECTION 1. Forest Beach Public Service District—Beaufort County—may pledge full faith and credit.—Notwithstanding the provisions of Section 6 of Act No. 481 of 1961, relating to the borrowing of money and the pledging of credit of the State of South Carolina, Beaufort County and the Forest Beach Public Service District, for the payment of the principal and interest of obligations of the district, the Forest Beach Public Service District is hereby authorized to pledge the full faith and credit of the district for the payment of the principal and interest of its obligations not to exceed the sum of $20,000.00.

EXHIBIT "B" TO SUPPLEMENT

Property Deed

(please see attached

11/15 PB Howell Gibson

BEAUFORT COUNTY SC - ROD
BK 4423 Pgs 1991-2001
2025017744 RED
04/17/2025 04:43:23 PM
REC'D BY pbaxley RCPT# 1202614
RECORDING FEES $15.00

(Please do not write above this line – Reserved for Register of Deeds Office)

Prepared by: Howell Gibson and Hughes PA
Post Office Box 40
Beaufort, SC 29901-0040

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

LIMITED WARRANTY DEED

WHEREAS, Beaufort County, a political subdivision of the State of South Carolina ("**Grantor**") recognizes that the unavailability of affordable housing is a serious public health and safety concern throughout the County, which places stress on families and communities at large from the lack of diversity in neighborhoods, the separation of the workforce from workplaces, the imbalance in educational opportunities and community amenities, the adverse impacts on child development, and the higher incidence of violent crime; and

WHEREAS, Beaufort Memorial Hospital ("**Grantee**") has a goal to provide workforce and affordable housing for both healthcare employees and the public, and to provide additional medical services throughout the County; and

WHEREAS, the Town of Bluffton (the "**Town**") has expressed a desire to support the goal of establishing affordable housing in the Town as documented by a resolution of Bluffton Town Council dated January 14th, 2025 and attached hereto as **EXHIBIT "A"** and incorporated herein by this reference; and

WHEREAS, Grantor has identified two parcels of real property, owned by Grantor, located in the Town, said parcels collectively consisting of approximately 10.1 acres bearing TMS No. R610 030 000 0712 0000, and with addresses of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the "**Property**" and more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference. The Property is conveniently located near grocery options, retail shopping, medical services, and multiple employment opportunities, and public transportation, which will further promote Grantor's goal of providing citizens with much needed affordable housing and improved access to healthcare; and

WHEREAS, Grantor desires to support Grantee's and the Town's goals by conveying the Property to Grantee for One and 00/100 ($1.00) Dollar for the purpose of developing affordable housing and medical facilities to increase access to healthcare and affordable housing in Beaufort County; and

Reviewed by Beaufort County
Legal Department

60750287 v2

WHEREAS, Grantor desires to: (i) ensure that the conveyance of the Property is contingent on the Town approving and issuing of the necessary approvals and the residential dwelling units for the development of affordable housing and a maximum 6,000 SF medical facility on the Property; (ii) ensure that the residential housing constructed on the Property is dedicated to affordable housing through the use of restrictive land use convents more particularly described in **EXHIBIT "C"** attached hereto and incorporated herein by this reference; (iii) ensure that development of the Property commences (being at a minimum evidenced by the submission of a land development plan application) within three (3) years of the conveyance of the Property by this instrument; (iv) ensure the use of the Property shall be restricted affordable multifamily residential housing and 6,000 SF of medical facilities for a period of thirty (30) years from the date of this instrument; and 6) ensure that if at any time during the thirty (30) year period the Property ceases to be used for the above-described affordable housing and medical facilities, the Grantor shall have the option to (a) repurchase the Property for an amount equal to the fair market value of the improvements to the Property or (b) terminating the covenants and restrictions burdening the Property as described in **Exhibit "C"** in exchange for an amount equal to the fair market value of the Property at that time less the fair market value of the improvements thereon.

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to convey the Property to Grantee pursuant to the terms and conditions described herein.

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that Grantor, **BEAUFORT COUNTY,** a political subdivision of the State of South Carolina, with and address of P.O. Box 1228, Beaufort, SC 29901, for and in consideration of the sum of One and No/100 Dollars ($1.00), the receipt and sufficiency of which is hereby acknowledged, paid to it in hand and before the sealing of these presents by Grantee, **BEAUFORT MEMORIAL HOSPITAL,** with an address of 955 Ribaut Road, Beaufort, SC 29902, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to any exception reservation and condition of record and as set forth in **Exhibit "C"** hereto, does hereby remise, release unto the said Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real estate (the "**Premises**") described as follows:

SEE EXHIBIT "B" ATTACHED

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns forever, the Premises and the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, if any.

And the said Grantor does hereby bind itself, and its successors and assigns to warrant and forever defend all and singular the said premises unto the said Beaufort Memorial Hospital, hereinabove provided against it and its successors and assigns, and any person, persons or entities whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be executed under seal this _____ day of April, 2025.

WITNESSES:

Print Name:

Print Name:

GRANTOR:

Michael R. Moore
Beaufort County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, a Notary Public for South Carolina, do hereby certify that Michael R. Moore, duly authorized representative and Administrator of Beaufort County, South Carolina, and as directed by Beaufort County Council by Ordinance 2025/08, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. I further certify that the witnesses hereto are not parties to nor beneficiaries of this transaction.

Witness my hand and official seal this the 17th day of April, 2025.

Notary Public for South Carolina
My Commission Expires: 03/08/2029

60750287 v2

EXHIBIT A

TOWN OF BLUFFTON TOWN COUNCIL RESOLUTION

ATTACHMENT 1

RESOLUTION

TOWN OF BLUFFTON, SOUTH CAROLINA

A RESOLUTION OF SUPPORT FOR BEAUFORT MEMORIAL HOSPITAL'S ("BMH") 120 RESIDENTIAL DWELLING UNIT AFFORDABLE HOUSING AND MEDICAL FACILITY PROJECT AT 335 BUCKWALTER PARKWAY AND ACQUISITION OF NECESSARY RESIDENTIAL DEVELOPMENT RIGHTS

WHEREAS, the Town of Bluffton ("Town") recognizes the need for additional affordable housing within the Bluffton area; and

WHEREAS, throughout Beaufort County and, in particular, southern Beaufort County, a shortage of affordable housing remains a pressing issue for local businesses, residents, and governmental organizations. Both the Town and BMH suffer due to the difficulties caused by a lack of reasonable housing options in attracting and retaining well-trained and highly qualified employees; and

WHEREAS, the Town of Bluffton Comprehensive Plan ("Blueprint Bluffton") adopted by Town Council on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Section H1.4 Foster relationships with non-profit groups and developers to assist in the development, construction, and/ or purchase of affordable housing units; and Section H2.4 Incentivize private sector partners to develop diverse housing options within existing development agreements; and

WHEREAS, Beaufort County purchased certain property located at 335 Buckwalter Parkway consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 ("Property"), which is within the Buckwalter Development Agreement and Concept Plan, for the purpose of affordable housing; and

WHEREAS, in addition to the Property, the County received an Assignment of Development Rights and Obligations Under Development Agreement for 10.09 acres of general commercial development rights; and

WHEREAS, Beaufort County and Beaufort Memorial Hospital ("BMH") are currently in the process of finalizing an agreement for BMH's acquisition of the property for the construction of a 120 RDU multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities ("Project"); and

WHEREAS, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire 120 residential development rights; and

WHEREAS, BMH has submitted a request to the Town to acquire 60 RDUs owned by the Town which are associated with Buckwalter from the Development Rights Bank via approval of a Transfer of Development Rights Ordinance and conveyance of the 60 RDUs via a purchase and sale agreement approved by Ordinance; and

WHEREAS, BMH also intends to request a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing via an amendment to the Buckwalter Development Agreement and Concept Plan to add the 60 RDUs to the total RDUs allowed within Buckwalter as well as incorporate additional terms as deemed necessary; and

WHEREAS, the Buckwalter Development Agreement allows density bonuses pursuant to Section XIII.3 of the Buckwalter Development Agreement as an incentive for affordable housing as follows: *"Affordable Housing. Owner and the Town recognize the increasing need for affordable housing in the Bluffton area. Owner will encourage and use best efforts to promote affordable housing within Buckwalter Tract and in consideration therefore, the Town will define affordable housing and develop reasonable incentives to encourage the development of affordable housing within Bluffton. Reasonable incentives may include but not be limited to the elimination of Development Fees on affordable housing, and density increases within any given tract to allow developers to offset any negative economic impacts as a result of the development of affordable homes. Owner will consult with Town regarding incentives to encourage and promote affordable housing which would include but not be limited to price discounts, and land and density adjustments."*

WHEREAS, as the Buckwalter Development Agreement does not provide guidance on the approval of density bonuses, the Unified Development Ordinance, Section 6.5.4.C identifies the incentive ranges for a qualified project which allows a 100% density bonus to projects providing 100% affordable housing, amounting to 60 RDUs for the Project, as follows:

Table 6.5.4: Density Bonus Incentive

Percentage of Workforce/Affordable Housing Units	Density Bonus
Minimum 25%	25%
26-50%	50%
51-75%	75%
76+%	100%

; and

WHEREAS, the Town of Bluffton Town Council desires to support the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA AS FOLLOWS:

Town Council will support the Project and Beaufort Memorial Hospital's acquisition of 120 RDUs subject to the following conditions:

1. The 60 RDUs (60 RDUs plus 60 density bonus RDUs for a total of 120 RDUs) will be held in the Town of Bluffton's Development Rights Bank until such time as their release and assignment from the Town to BMH as necessary to construct affordable housing up to 80% of the current Area Median Income ("AMI").
2. The release of RDUs will occur at time of Building Permit Application for each Multi-Family Structure in the Amount equal to the number of units in said Structure. The RDUs will be transferred by Assignment of Rights and Obligations Under Development Agreement which shall be recorded with the Beaufort County Register of Deeds.

3. Affordable Housing Covenants shall be drafted and upon review and approval by the Town, will be recorded with the Beaufort County Register of Deeds and any future revisions will require approval by the Town Manager.
4. Use of the 120 RDUs, once assigned to BMH, shall be limited to the 10.09 acre property located at 335 Buckwalter Parkway and may not be transferred or utilized anywhere else within Buckwalter or the Town.
5. BMH shall transfer to the Town via an Assignment of Rights and Obligations Under Development Agreement recorded with the Beaufort County Register of Deeds, the residual general commercial development rights after it is determined how many of their 10.09 acre holdings are necessary for the medical facilities on the Property

DONE AND ACCEPTED the 14th day of January, 2025.

A public meeting was held on this Resolution on the 14th day of January, 2025.

Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

EXHIBIT B

PROPERTY DESCRIPTION

ALL that certain piece, parcel and tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, said parcel generally known and described as Parcel C6-B, the said parcel containing a total of 10.09 acres, said Parcel C6-B more specifically shown and described on a boundary survey (the "Plat") thereof entitled "A ALTA/ACSM LAND TITLE SURVEY OF PARCEL C6-B BUCKWALTER PARKWAY", said Plat dated January 14, 2003, as prepared by T-Square Group, Inc., and certified by Forrest Baughman SCRLS #4922, with said Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 91 at Page 147. For a more specific reference to Parcel C6-B by metes and bounds, reference is herewith made to the plat of record.

TMS No. R610 030 000 0712 0000

SAID PROPERTY is conveyed subject to all applicable covenants, conditions, restrictions, development agreements, planned unit development terms, easements, or other instruments and documents filed of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

SAID PROPERTY is further conveyed subject to the conditions as set forth in Exhibit "C" to this instrument.

This being the same property conveyed to Grantor herein by Deed from St. Andrew By-The-Sea United Methodist Church, Inc. dated May 8, 2024, and recorded on May 16, 2024 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 4334 at Page 3382.

This deed was prepared by the Law Firm of Howell, Gibson & Hughes, P.A., with an address of P.O. Box 40, Beaufort, SC 29901 without a current survey or title certifications.

Once recorded, please return to: Howell, Gibson & Hughes, P.A. with an address of P.O. Box 40, Beaufort, SC 29901.

EXHIBIT C

COVENANTS, CONDITIONS AND RESTRICTIONS

The Property described in **Exhibit "A"** shall be owned, conveyed and used subject to all of the covenants, conditions and restrictions described in this Exhibit "C" and the recitals to this instrument which are incorporated herein by this reference al of which shall run with the title to the Property. These covenants, conditions and restrictions shall be binding upon all Persons having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns:

1. That a portion of the Property may be used for the construction of medical facilities up to a maximum of six thousand square feet (6,000 SF);

2. That the Property shall be used for the construction of the maximum amount of affordable multifamily residential housing that may be permitted on the Property;

3. That development of the Property commences (being at a minimum evidenced by the submission of a land development plan application) within three (3) years from the date of this instrument;

4. That the restriction that the Property shall be utilized solely for medical facilities up to a maximum of six thousand square feet (6,000 SF) and affordable multifamily residential housing for a period of at least thirty (30) years from the date of this instrument; and

5. That if, at any time during the thirty (30) year period the subject property ceases to be used for the above-described medical facilities up to a maximum of six thousand square feet (6,000 SF) and affordable multifamily residential housing, the Grantor shall have the option to: (a) purchasing the Property from the Property's owner for an amount equal to the fair market value of the improvements to the Property or (b) terminating these covenants, conditions and restrictions for an amount equal to the fair market value of the Property at that time less the fair market value of the improvements thereon.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is known as:

3. Check one of the following: The deed is

(a)_____subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b)_____subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c)_X____exempt from the deed recording fee because (see Information section of affidavit): 12-24-40 (sub-sections 1 & 2). (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a)_____The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.

(b)_____The fee is computed on the fair market value of the realty which is_____

(c)_____The fee is computed on the fair market value of the realty as established for property tax purposes which is_____.

5. Check Yes___ or No___ to the following: A lien or encumbrance existed on The land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes,"

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: _____

(b) Place the amount listed in item 5 above here:_____
(If no amount is listed, place zero here.)

(c) Subtract Line 6 (b) from Line 6(a) and place result here:_____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:_____

8. As required by **Code Section 12-24-70**, I state that I am a responsible Person who was connected with the transaction as: attorney for Beaufort County.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

T. Bendle
Thomas A. Bendle, Jr.
Attorney for Beaufort County

SWORN to before me this 10th
Day of April, 2025
Bernadene A. Hiles
Notary Public for South Carolina
My Commission Expires: 08/08/2029

EXHIBIT "C" TO SUPPLEMENT

Boundary Plat

(please see attached)

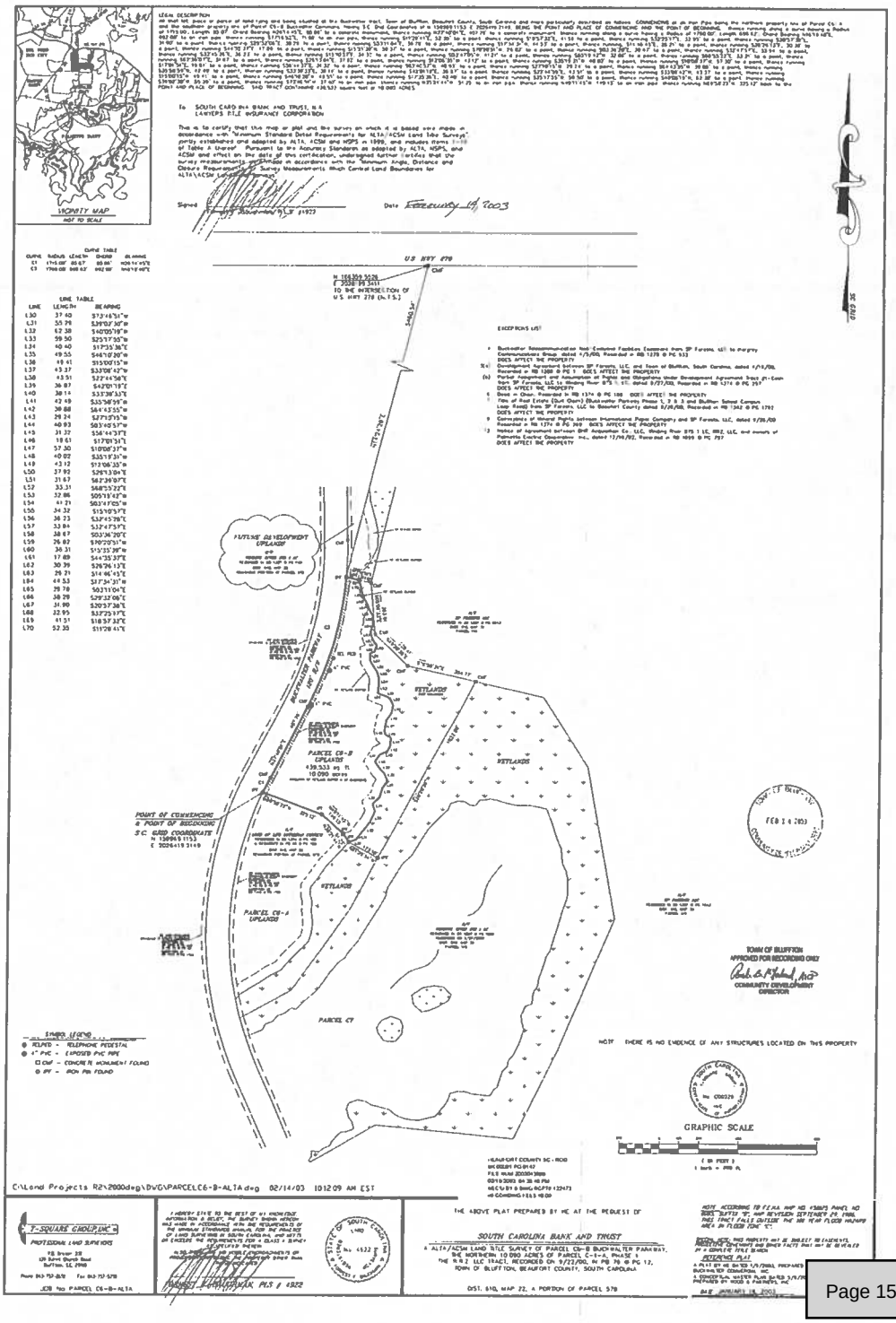

VICINITY MAP
NOT TO SCALE
LEGAL DESCRIPTION
To SOUTH CAROLINA BANK AND TRUST, N.A.
LAWYERS TITLE INSURANCE CORPORATION
Date February 14, 2003
U.S. HWY 278
EXCEPTIONS LIST
FUTURE GAZEBO/PICNIC UPLANDS
PARCEL CB-B UPLANDS
PARCEL CB-A UPLANDS
WETLANDS
POINT OF COMMENCING & POINT OF BEGINNING
S.C. GRID COORDINATE
N 1389919.1153
E 3029419.3149
PARCEL CT
TOWN OF BLUFFTON
APPROVED FOR RECORDING ONLY
COMMUNITY DEVELOPMENT DIRECTOR
SYMBOLS LEGEND
GRAPHIC SCALE
C:\Land Projects R2\2000dwg\DWG\PARCELC6-B-ALTA.dwg 02/14/03 101209 AM EST
T-SQUARE GROUP, INC.
PROFESSIONAL LAND SURVEYORS
THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF
SOUTH CAROLINA BANK AND TRUST
A ALTA/ACSM LAND TITLE SURVEY OF PARCEL C6-B BUCKWALTER PARKWAY,
THE NORTHERN 10.090 ACRES OF PARCEL C-1-A, PHASE 1,
THE R.R.2 LLC TRACT, RECORDED ON 9/22/00, IN PB 76 @ PG 12,
TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA
DST. 510, MAP 22, A PORTION OF PARCEL 578
JOB NO. PARCEL C6-B-ALTA

EXHIBIT "D" TO SUPPLEMENT

Zoning Letter

(please see attached)

Larry C. Toomer
Mayor
Dan Wood
Mayor Pro Tempore
Stephen Steese
Town Manager

Fred Hamilton
Bridgette Frazier
Emily Burden
Council Members
Marcia Hunter
Town Clerk

April 2, 2025

Walter J. Nester, III
4 Clarks Summit Drive
Suite 200
Bluffton, SC 29910

TRANSMITTED ELECTRONICALLY
wnester@burr.com

RE: Request for Zoning Verification Letter
R610 030 000 0712 0000
335 Buckwalter Parkway

To Whom It May Concern,

This letter verifies that the subject property, located at 335 Buckwalter Parkway and identified by Beaufort County Tax Map Number R610 030 000 0172 0000, is zoned Buckwalter Planned Unit Development (PUD) within the Buckwalter Commons Land Use Tract and a part of the Buckwalter Commons Phase I Master Plan. As such, the property is subject to the use and design regulations set forth in the Buckwalter Conceptual Land Use Plan, Buckwalter Development Agreement and Buckwalter Commons Phase I Master Plan.

The subject property is within the Buckwalter Commons Tract of the Buckwalter PUD. The designation identifies the following permitted land uses:

- Business Center
- Community Recreation
- General Commercial
- Hotel/Inn
- Institutional/Civic
- Maintenance Areas
- Model Home/Sales center
- Multi-family Residential
- Neighborhood Commercial
- Open Space
- Silviculture
- Single-family Residential
- Traditional Neighborhood Development District

The Buckwalter PUD Concept Plan and Development Agreement can be found at the following link: https://www.townofbluffton.sc.gov/DocumentCenter/View/407/Buckwalter-Planned-Unit-

Development-Concept-Plan-Development-Agreement-PDF

The Buckwalter Commons Phase I Plan can be downloaded from the following link: Buckwalter Commons Phase I Master Plan.pdf

Lastly, please note the property may be subject to deed restrictions, easements, agreements, restrictive covenants, and/or other recorded documents, which may be discovered through a title search, that are not addressed or confirmed by the Town in this letter. Should you wish to appeal this determination, an application for appeal can be made with the Board of Zoning Appeals within 10 days of the receipt of this letter.

If you have any further questions, please feel free to contact me at 843-706-7829 or acastrillon@townofbluffton.com.

Sincerely,

Angie Castrillon

Angie Castrillon
Planner
Growth Management Department
843-706-7829 / acastrillon@townofbluffton.com

EXHIBIT "E" TO SUPPLEMENT

Affordable Housing Restrictive Covenant

(please see attached)

Prepared by and when recorded return to:
***Burr & Forman LLP** (WJN)*
23-B Shelter Cove Lane Suite 400
Hilton Head Island, SC 29928
843-785-2171

STATE OF SOUTH CAROLINA	)	
	)	**RESTRICTIVE COVENANT**
COUNTY OF BEAUFORT	)	**(AFFORDABLE HOUSING REQUIREMENT)**

THIS RESTRICTIVE COVENANT (AFFORDABLE HOUSING REQUIREMENT) ("**Restrictive Covenant**") is made this _____ day of _____, 2025 (the "**Effective Date**") by Beaufort Memorial Hospital ("**BMH**").

W I T N E S S E T H

WHEREAS, BMH is the owner in fee simple of that certain real property located in and subject to the jurisdiction of the Town of Bluffton, South Carolina (the "**Town**"), said real property more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, the Property is subject to that certain Development Agreement ("**Development Agreement**"), dated April 19, 2000, and recorded in the Office of the Register of Deeds ("**ROD**") for Beaufort County, South Carolina in Book 1288 at Page 1; and

WHEREAS, simultaneously herewith, BMH and the Town have executed that certain Partial Assignment of Rights and Obligations Under Development Agreement and Concept Plan (the "**Fourteenth Amendment**") to convey sixty (60) residential development rights from the Town to BMH for the development of affordable housing on the Property; and

WHEREAS, the Fourteenth Amendment also amends the Concept Plan to update the Density Summary Tables in the Concept Plan to reflect the additional residential development rights being added to the Concept Plan; and

WHEREAS, pursuant to the Fourteenth Amendment, BMH shall receive a one hundred percent (100%) density bonus pursuant to Section 6.5.4 of the Unified Development Ordinance to increase the sixty (60) additional residential development rights to allow a total of one hundred twenty (120) affordable housing residential development rights; and

WHEREAS, pursuant to the Fourteenth Amendment BMH agreed to record a restrictive covenant applicable to the Property which limits use of the residential development rights assigned to the Property as Affordable Housing (as defined in Section 9.2 of the Town's Unified Development Ordinance, as of the Effective Date which definition is shown on **Exhibit "B"** attached hereto and made a part hereof for the term; and

WHEREAS, accordingly, BMH is recording this Restrictive Covenant to place the public on notice of the restrictive covenant (defined below).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, BMH hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns, lessees, or other occupiers and users.

These provision, terms and conditions include, without limitation, the following:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Restrictive Covenant**. The residential development rights assigned to the Property from the Town may only be used for Affordable Housing as defined in **Exhibit "B"**.

3. **Term and Termination**. This Agreement shall run with the land and be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof for a term of thirty (30) years from the Effective Date unless otherwise modified or terminated as set forth herein.

4. **Amendments; Waivers**. This Covenant may not be amended, modified or supplemented in any respect whatsoever or terminated or rescinded, in whole or in part, during the Term except by an agreement in writing signed by the Town and BMH, its successor and assigns, and recorded in the office of the ROD. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing.

5. **Covenant Running with the Land**. This Covenant shall constitute a covenant running with title to the Property and shall be binding upon and a limitation upon the Property, BMH, the successor and assigns of BMH, and all present and future owners of fee simple title, lessees, mortgagees, or other persons claiming an interest in or to the Property or part thereof, from time to time and all those claiming by, through, or under the foregoing and/or any of its or his/her/their heirs, successors, and assigns for the benefit of BMH. BMH is an intended third-party beneficiary of this Covenant, and shall have the right to enforce, by any proceeding at law or in equity, the covenants and restrictions set forth in this Covenant. Failure by BMH to enforce any covenant or restriction contained in this Covenant shall not be deemed a waiver of the right to do so thereafter. In the event of a breach or violation of any covenant or restriction contained herein, BMH shall be entitled to recover from the breaching or violative party all costs and expenses incurred by BMH in connection therewith, including, without limitation, reasonable attorneys' fees and court costs.

6. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule. This Covenant shall not be construed to grant any rights to the public in general.

7. **Severability**. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

8. **Town**. The Town joins in the execution of this Restrictive Covenant to acknowledge the terms and conditions hereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date first above written.

WITNESSES:

Beaufort Memorial Hospital

_____
1st Witness
Print Name: _____

By:_____
Print Name:
Title:

_____
Second Witness/Notary Public
Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____, as _____ of , Beaufort Memorial Hospital.

_____
Notary Public for South Carolina
My Commission Expires: _____

The undersigned, Stephen Steese, as Town Manager of the Town of Bluffton, and Marcia Hunter as Town Clerk, hereby acknowledge this Restrictive Covenant (Affordable Housing Requirement) on behalf of the Town of Bluffton, South Carolina as of this _____ day of _____, 2025.

WITNESSES:

TOWN OF BLUFFTON,
a South Carolina Municipal Corporation

_____
1st Witness
Print Name: _____

_____
Stephen Steese, Town Manager

_____
Second Witness/Notary Public
Print Name: _____

_____
Marcia Hunter, Town Clerk

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Stephen Steese, as Town Manager, and Marcia Hunter, as Town Clerk, respectively of the Town of Bluffton, a South Carolina Municipal Corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2025.

_____
Notary Public for South Carolina
My Commission Expires: _____

Exhibit "A"

Property

ALL that certain piece, parcel and tract of land, situate lying and being in the Town of Bluffton, Beaufort County, South Carolina, said parcel generally known and described as Parcel C6-B, the said parcel containing a total of 10.09 acres, said Parcel C6-B more specifically shown and described on a boundary survey (the "Plat") thereof entitled "A ALTA/ACSM LAND TITLE SURVEY OF PARCEL C6-B BUCKWALTER PARKWAY", said Plat dated January 14, 2003 as prepared by T-Square Group, Inc. and certified by Forrest Baughman SCRLS #4922, with said Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 91 at Page 147. For a more specific reference to Parcel C6-B by metes and bounds, reference is herewith made to the plat of record.
SAID PROPERTY is conveyed subject to all applicable covenants, conditions, restrictions and easements filed of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMS# R610 030 000 0712 0000

Exhibit "B"

"**Affordable Housing:** Housing affordable to low and moderate-income families (those earning up to 80% of the Beaufort County Area Median Income (AMI), as defined in the schedule published annually by the U.S. Department of Housing and Urban Development)."

EXHIBIT "F" TO SUPPLEMENT

Authorization Letter Beaufort County Memorial Hospital

(please see attached)

Beaufort Memorial HOSPITAL

955 Ribaut Road | Beaufort SC 29902
843-522-5200 | 877-532-6472
beaufortmemorial.org

February 19, 2025

To Whom It May Concern,

We, Beaufort Memorial Hospital a party to the development of 335 Buckwalter Pkwy, Bluffton, SC 29909 **(Parcel R610 030 000 0712 0000)**, hereby authorize Woda Cooper Development Inc. to act on our behalf in all matters related to the development the designated medical office space on the site. This authorization includes any submittals pertaining to site and development plan approval and obtaining permits.

Should you have any questions regarding this authorization, please feel free to contact us at 843-522-5108

Thank you for your attention to this matter.

Sincerely,

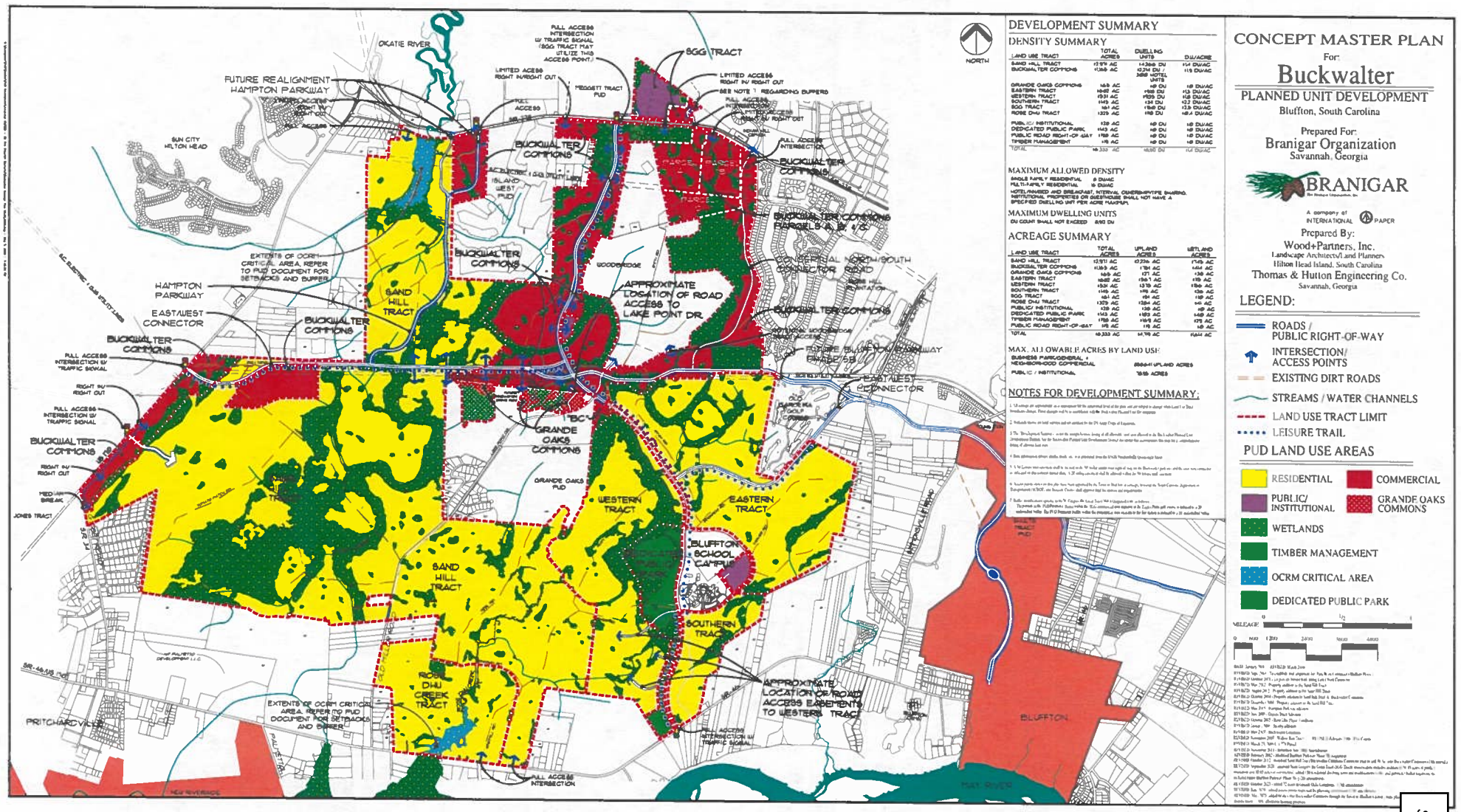
Russell Baxley (Feb 19, 2025 17:42 EST)

Russell Baxley
President and CEO
Beaufort Memorial Hospital

EXHIBIT "G" TO SUPPLEMENT

Concept Master Plan

(please see attached)



DEVELOPMENT SUMMARY

DENSITY SUMMARY

LAND USE TRACT	TOTAL ACRES	DWELLING UNITS	DU/ACRE
SAND HILL TRACT	1579 AC	1439 DU	1.91 DU/AC
BUCKWALTER COMMONS	1,368 AC	1,234 DU / 288 HOTEL UNITS	1.15 DU/AC
GRANDE OAKS COMMONS	165 AC	98 DU	.98 DU/AC
EASTERN TRACT	1668 AC	1788 DU	1.13 DU/AC
WESTERN TRACT	1931 AC	1939 DU	1.18 DU/AC
SOUTHERN TRACT	1143 AC	1,351 DU	1.23 DU/AC
SGG TRACT	481 AC	1,868 DU	1.33 DU/AC
ROSE DHU TRACT	1329 AC	1118 DU	1.84 DU/AC
PUBLIC/ INSTITUTIONAL	128 AC	98 DU	.98 DU/AC
DEDICATED PUBLIC PARK	1143 AC	98 DU	.98 DU/AC
PUBLIC ROAD RIGHT-OF-WAY	1788 AC	98 DU	.98 DU/AC
TIMBER MANAGEMENT	178 AC	98 DU	.98 DU/AC
TOTAL	14,333 AC	14,333 DU	1.01 DU/AC

MAXIMUM ALLOWED DENSITY

SINGLE FAMILY RESIDENTIAL 8 DU/AC
MULTI-FAMILY RESIDENTIAL 16 DU/AC

HOTEL/INNKEEP AND BREAKFAST, INTERVAL OWNERSHIP/TIME SHARING, INSTITUTIONAL, PROPERTIES OR WAREHOUSE SHALL NOT HAVE A SPECIFIED DWELLING UNIT PER ACRE MAXIMUM.

MAXIMUM DWELLING UNITS

DU COUNT SHALL NOT EXCEED 8,993 DU

ACREAGE SUMMARY

LAND USE TRACT	TOTAL ACRES	UPLAND ACRES	WETLAND ACRES
SAND HILL TRACT	1,571 AC	1,224 AC	1,149 AC
BUCKWALTER COMMONS	1,393 AC	1,191 AC	1,451 AC
GRANDE OAKS COMMONS	165 AC	127 AC	138 AC
EASTERN TRACT	1668 AC	1,561 AC	178 AC
WESTERN TRACT	1,931 AC	1,373 AC	1,558 AC
SOUTHERN TRACT	1,143 AC	978 AC	1,165 AC
SGG TRACT	481 AC	1,191 AC	1,191 AC
ROSE DHU TRACT	1,329 AC	1,284 AC	1,41 AC
PUBLIC/ INSTITUTIONAL	128 AC	1,191 AC	1,191 AC
DEDICATED PUBLIC PARK	1,143 AC	1,193 AC	1,149 AC
TIMBER MANAGEMENT	1,788 AC	1,169 AC	1,171 AC
PUBLIC ROAD RIGHT-OF-WAY	178 AC	1,191 AC	1,191 AC
TOTAL	14,333 AC	14,178 AC	11,414 AC

MAX. ALLOWABLE ACRES BY LAND USE

BUSINESS PARK/GENERAL + NEIGHBORHOOD COMMERCIAL	1,664.41 UPLAND ACRES
PUBLIC / INSTITUTIONAL	1,191.15 ACRES

NOTES FOR DEVELOPMENT SUMMARY:

1. All acreages are approximate as a consequence of the conceptual level of the plans and are subject to change when Level 1 or Final Development Plans through which a subdivision will be finally submitted for approval.
2. Wetlands shown are based upon a field survey and are verified by the US Army Corps of Engineers.
3. The Development Summary under the master plan is based upon the allowable land uses and densities allowed in the Buckwalter Planned Unit Development District, but the Master Plan Planned Unit Development Zoning Ordinance may restrict the development from reaching the maximum density allowed.
4. Each development phase shall be required to provide its own recreational facilities.
5. The Master Plan Concept shall be used as a guide for development. Subsequent Development Plans submitted for approval shall be generally consistent with the Master Plan Concept, but may deviate from the Master Plan Concept without requiring an amendment to the Master Plan Concept, provided that such deviations are in response to detailed planning, topographical, environmental, or market conditions.
6. Access points shown on the Master Plan have been approved by the County or State as applicable, through the Traffic Circulation Improvement Agreement (TCIA). See Section Circle shall approve final location and requirements.
7. Public multi-purpose trails will be required as development occurs. The trail system will connect to all Villages, Parks and Commercial areas. Trails will be constructed within the Buckwalter Parkway right-of-way, the PUD Perimeter Buffer within the Residential Tracts and also within the Open Space and Greenbelt areas throughout the community.

CONCEPT MASTER PLAN

For:

Buckwalter

PLANNED UNIT DEVELOPMENT

Bluffton, South Carolina

Prepared For:

Branigar Organization

Savannah, Georgia

BRANIGAR

A company of INTERNATIONAL PAPER

Prepared By:

Wood+Partners, Inc.

Landscape Architects/Land Planners

Hilton Head Island, South Carolina

Thomas & Hutton Engineering Co.

Savannah, Georgia

LEGEND:

- ROADS / PUBLIC RIGHT-OF-WAY
- INTERSECTION/ ACCESS POINTS
- EXISTING DIRT ROADS
- STREAMS / WATER CHANNELS
- LAND USE TRACT LIMIT
- LEISURE TRAIL

PUD LAND USE AREAS

- RESIDENTIAL
- COMMERCIAL
- PUBLIC/ INSTITUTIONAL
- GRANDE OAKS COMMONS
- WETLANDS
- TIMBER MANAGEMENT
- OCRM CRITICAL AREA
- DEDICATED PUBLIC PARK

VILLAGE

EXHIBIT "H" TO SUPPLEMENT

Amendment to Development Agreement and Concept Plan – Buckwalter Tract

(please see attached)

Prepared By and After
Recording Return to:
Burr & Forman LLP
Attn: Walter J. Nester, III
23-B Shelter Cove Lane
Hilton Head Island, SC 29928
843-785-2171

STATE OF SOUTH CAROLINA	)	**FOURTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT AND CONCEPT PLAN BUCKWALTER TRACT**
	)	
	)	
	)	
	)	
COUNTY OF BEAUFORT	)	

THIS FOURTEENTH AMENDMENT ("**Fourteenth Amendment**") to Development Agreement and Concept Plan is made and entered into this ___ day of _____, 2025 by and between the Town of Bluffton, South Carolina ("**Town**"), and Beaufort Memorial Hospital, a hospital organized and governed by the laws of the state of South Carolina, its successors and assigns ("**Owner**").

RECITALS

WHEREAS, the Town and The Branigar Organization, Inc. executed and approved a Development Agreement ("**Development Agreement**"), dated April 19, 2000, and recorded in the Office of the Register of Deeds ("**ROD**") for Beaufort County, South Carolina in Book 1288 at Page 1, which Development Agreement, as amended, governs the use and development of a tract of land known as the Buckwalter Tract, originally containing approximately 5,680 acres of land, more particularly described in the Development Agreement and amendments thereto (the "**Buckwalter PUD**"); and,

WHEREAS, concurrently with the execution of the Development Agreement, the Town annexed the Buckwalter Tract and granted Concept Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and Concept Plan ("**Concept Plan**") for Buckwalter Tract, adopted April 19, 2000; and,

WHEREAS, subsequent to the execution and approval of the Development Agreement and Concept Plan, the Town approved Thirteen (13) Amendments to the Buckwalter Development Agreement and Concept Plan, each hereinafter identified as follows:

1. **First Amendment.** Addition of 11.721 acres known as the Robertson Tract with additional Density to the Buckwalter Development Agreement and Concept Plan executed on June 21, 2002 and recorded in the ROD in **Book 1599** at **Page 1149**; and

2. **Second Amendment.** Addition of 43.38 acres known as the Johnson Tracts together with 55 Dwelling Units to the Buckwalter Development Agreement and Concept Plan executed on February 4, 2003 and recorded in the ROD in **Book 1709** at **Page 440**; and

3. **Third Amendment.** Addition of 173.62 acres known as the Cypress Lake Tract from the Jones Estate Development Agreement and Concept Plan together with 600 Dwelling Units and 90 acres of General Commercial Density to the Buckwalter Development Agreement and Concept Plan executed on October 10, 2005 and recorded in the ROD in **Book 2256** at **Page 189**; and

4. **Fourth Amendment.** Addition of 59.91 acres known as the Rose Dhu Creek Phase III Tract together with 18 Dwelling Units to the Buckwalter Development Agreement and Concept Plan executed on October 10, 2005 and recorded in the ROD in **Book 2256** at **Page 204**; and

5. **Fifth Amendment.** Addition of 58.85 acres known as the Graves Tract together with 58.85 acres of General Commercial Density to the Buckwalter Development Agreement and Concept Plan executed on November 2, 2005 and recorded in the ROD in **Book 2305** at **Page 410**; and

6. **Sixth Amendment.** Addition of 2.687 acres known as the Jacoby Tract with no additional Density to the Buckwalter Development Agreement and Concept Plan executed on May 10, 2006 and recorded in the ROD in **Book 2816** at **Page 1746**; and

7. **Seventh Amendment.** Addition of 6.5 acres known as the University Investments Tract with no additional Density to the Buckwalter Development Agreement and Concept Plan executed on January 7, 2008 and recorded in the ROD in **Book 2671** at **Page 2250**; and

8. **Eighth Amendment.** Addition of 324 Dwelling Units through Transfer of Development Rights Permit for Buckwalter Place Initial Master Plan to the Buckwalter Development Agreement and Concept Plan executed on November 6, 2007 and recorded in the ROD in **Book 2823** at **Page 384**; and

9. **Ninth Amendment.** Addition of 163 acres known as the Willow Run Tract, together with the reallocation of Land Uses for the Northern Tract, as well as 260 Dwelling Units and 162 acres of General Commercial Density to the Buckwalter Development Agreement and Concept Master Plan executed on February 25, 2008 and recorded in the ROD in **Book 2724** at **Page 1787**; and

10. **Tenth Amendment.** Approved certain changes in use to the 9.18 acre Robertson site, and related conditions executed on February 10, 2012 and recorded in the ROD in **Book 3119** at **Page 2458**; and

11. **Eleventh Amendment.** Approved changes in permitted use for the Buckwalter Commons Connector Tract and redesignated a portion of the Sandhill Tract as Buckwalter Commons Tract and added an additional 70 acres of Commercial Density executed on April 10, 2013 and recorded in the ROD in **Book 3231** at **Page 3176**; and

12. **Thirteenth Amendment**. Addition of 65.592 acres known as Grande Oaks Commons, executed on January 17, 2025 and recorded in the Beaufort County Register of Deeds in **Book 4401** at **Page 800**; and

WHEREAS, Owner owns that certain 10.09 acre parcel of real property (the "**Property**") located in the portion of the current Buckwalter PUD known as Buckwalter Commons, said Property is more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Owner proposes the development of "Affordable Housing" of up to one hundred twenty (120) multifamily apartments on the Property; and

WHEREAS, pursuant to that certain resolution by the Town attached hereto as Exhibit "B" and made a part hereof, the Town has agreed to assign sixty (60) residential development rights from the Town's Development Rights Bank for use on the Property; and

WHEREAS, the Buckwalter Development Agreement allows density bonuses pursuant to Section XIII.3 of the Buckwalter Development Agreement as an incentive for affordable housing; and

WHEREAS, it is the desire and intention of the Town and Owner to enter into this Fourteenth Amendment to amend the Buckwalter Concept Plan to update the Density Summary Tables in the Concept Plan to reflect the additional residential development rights contemplated therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and Owner agree as follows:

1. **Recitals.** The above recitals are incorporated herein by this reference thereto.

2. **Amendment of Development Agreement and Concept Plan.** The Development Agreement and Concept Plan are hereby further amended to provide:

   A. Amendment to Development Agreement. The Development Agreement and Concept Plan, as amended, is hereby amended to add an additional sixty (60) residential development rights to the overall residential density for the Buckwalter PUD for use on the Property and a corresponding one hundred percent (100%) density bonus pursuant to Section 6.5.4 of the Unified Development Ordinance and Section XIII.3 of the Development Agreement. In addition, the Property shall be restricted to use for Affordable Housing for thirty (30) years from the execution of this Fourteenth Amendment. The Owner shall be entitled to

   B. Amendments to Concept Plan. The Buckwalter Concept Plan, as amended, is hereby further amended as follows:

      i. Density. The Property shall sixty (60) residential dwelling unit development rights and a corresponding one hundred percent (100%) density bonus pursuant to Section 6.5.4 of the Unified Development Ordinance and Section XIII.3 of the Development Agreement. Notwithstanding anything otherwise contained in the Development Agreement or Concept Plan, the residential dwelling unit development rights allocated to the Property may not be transferred to any other piece, parcel or tract of land within the Buckwalter Tract or otherwise. This prohibition shall not apply to the transfer of residential dwelling unit development rights to the Town. The Density Summary Table is hereby amended in accordance with Exhibit "C" attached hereto and incorporated herein.

      ii. Bonus. Pursuant to Section 6.5.4 of the Unified Development Ordinance (UDO) the Owner shall receive one hundred percent (100%) density bonus since one hundred percent (100%) of the sixty (60) residential development rights are being allocated to Affordable Housing.

iii. No Effect on Other Landowner Rights. No change which is hereby approved to the Development Agreement and Concept Plan shall have any effect whatsoever on any property or landowner rights other than the Property and Owner.

3. **Reaffirmation of Buckwalter Development Agreement, Concept Plan and Amendments Thereto.** The Buckwalter Development Agreement, Concept Plan and all prior amendments thereto as modified by this Fourteenth Amendment are hereby ratified and reaffirmed as if set forth verbatim herein.

4. **Binding Effect.** This Fourteenth Amendment to the Buckwalter Development Agreement and Concept Plan shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

5. **Consistency with the Comprehensive Plan.** The Town confirms that the matters contained herein are consistent with the Comprehensive Plan of the Town of Bluffton and consistent with long range planning for the Town, wetland protection, and other planning goals.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto, in and through their authorized representatives, have caused this instrument to be executed on their behalf effective the date first above written.

WITNESSES:

_____

_____

TOWN OF BLUFFTON,
SOUTH CAROLINA

By: _____

Its: _____

SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, _____, Notary Public for South Carolina do hereby certify that _____ on behalf of the Town of Bluffton, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2025.

_____
Notary Public for South Carolina
My Commission Expires:_____

WITNESSES:

BEAUFORT MEMORIAL HOSPITAL

_____

By: _____

_____

Its: _____

SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF _____)

I, _____, Notary Public for South Carolina do hereby certify that _____ on behalf of Beaufort Memorial Hospital personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2025.

_____
Notary Public for South Carolina
My Commission Expires:_____

EXHIBIT "A"

Legal Description

ALL that certain piece, parcel and tract of land, situate lying and being in the Town of Bluffton, Beaufort County, South Carolina, said parcel generally known and described as Parcel C6-B, the said parcel containing a total of 10.09 acres, said Parcel C6-B more specifically shown and described on a boundary survey (the "Plat") thereof entitled "A ALTA/ACSM LAND TITLE SURVEY OF PARCEL C6-B BUCKWALTER PARKWAY", said Plat dated January 14, 2003 as prepared by T-Square Group, Inc. and certified by Forrest Baughman SCRLS #4922, with said Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 91 at Page 147. For a more specific reference to Parcel C6-B by metes and bounds, reference is herewith made to the plat of record.

SAID PROPERTY is conveyed subject to all applicable covenants, conditions, restrictions and easements filed of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMS# R610 030 000 0712 0000

EXHIBIT "B"

Resolution

RESOLUTION

TOWN OF BLUFFTON, SOUTH CAROLINA

A RESOLUTION OF SUPPORT FOR BEAUFORT MEMORIAL HOSPITAL'S ("BMH") 120 RESIDENTIAL DWELLING UNIT AFFORDABLE HOUSING AND MEDICAL FACILITY PROJECT AT 335 BUCKWALTER PARKWAY AND ACQUISITION OF NECESSARY RESIDENTIAL DEVELOPMENT RIGHTS

WHEREAS, the Town of Bluffton ("Town") recognizes the need for additional affordable housing within the Bluffton area; and

WHEREAS, throughout Beaufort County and, in particular, southern Beaufort County, a shortage of affordable housing remains a pressing issue for local businesses, residents, and governmental organizations. Both the Town and BMH suffer due to the difficulties caused by a lack of reasonable housing options in attracting and retaining well-trained and highly qualified employees; and

WHEREAS, the Town of Bluffton Comprehensive Plan ("Blueprint Bluffton") adopted by Town Council on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Section H1.4 Foster relationships with non-profit groups and developers to assist in the development, construction, and/ or purchase of affordable housing units; and Section H2.4 Incentivize private sector partners to develop diverse housing options within existing development agreements; and

WHEREAS, Beaufort County purchased certain property located at 335 Buckwalter Parkway consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 ("Property"), which is within the Buckwalter Development Agreement and Concept Plan, for the purpose of affordable housing; and

WHEREAS, in addition to the Property, the County received an Assignment of Development Rights and Obligations Under Development Agreement for 10.09 acres of general commercial development rights; and

WHEREAS, Beaufort County and Beaufort Memorial Hospital ("BMH") are currently in the process of finalizing an agreement for BMH's acquisition of the property for the construction of a 120 RDU multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities ("Project"); and

WHEREAS, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire 120 residential development rights; and

WHEREAS, BMH has submitted a request to the Town to acquire 60 RDUs owned by the Town which are associated with Buckwalter from the Development Rights Bank via approval of a Transfer of Development Rights Ordinance and conveyance of the 60 RDUs via a purchase and sale agreement approved by Ordinance; and

WHEREAS, BMH also intends to request a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing via an amendment to the Buckwalter Development Agreement and Concept Plan to add the 60 RDUs to the total RDUs allowed within Buckwalter as well as incorporate additional terms as deemed necessary; and

WHEREAS, the Buckwalter Development Agreement allows density bonuses pursuant to Section XIII.3 of the Buckwalter Development Agreement as an incentive for affordable housing as follows: *"Affordable Housing. Owner and the Town recognize the increasing need for affordable housing in the Bluffton area. Owner will encourage and use best efforts to promote affordable housing within Buckwalter Tract and in consideration therefore, the Town will define affordable housing and develop reasonable incentives to encourage the development of affordable housing within Bluffton. Reasonable incentives may include but not be limited to the elimination of Development Fees on affordable housing, and density increases within any given tract to allow developers to offset any negative economic impacts as a result of the development of affordable homes. Owner will consult with Town regarding incentives to encourage and promote affordable housing which would include but not be limited to price discounts, and land and density adjustments."*

WHEREAS, as the Buckwalter Development Agreement does not provide guidance on the approval of density bonuses, the Unified Development Ordinance, Section 6.5.4.C identifies the incentive ranges for a qualified project which allows a 100% density bonus to projects providing 100% affordable housing, amounting to 60 RDUs for the Project, as follows:

Table 6.5.4: Density Bonus Incentive

Percentage of Workforce/Affordable Housing Units	Density Bonus
Minimum 25%	25%
26-50%	50%
51-75%	75%
76+%	100%

; and

WHEREAS, the Town of Bluffton Town Council desires to support the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA AS FOLLOWS:

Town Council will support the Project and Beaufort Memorial Hospital's acquisition of 120 RDUs subject to the following conditions:

1. The 60 RDUs (60 RDUs plus 60 density bonus RDUs for a total of 120 RDUs) will be held in the Town of Bluffton's Development Rights Bank until such time as their release and assignment from the Town to BMH as necessary to construct affordable housing up to 80% of the current Area Median Income ("AMI").
2. The release of RDUs will occur at time of Building Permit Application for each Multi-Family Structure in the Amount equal to the number of units in said Structure. The RDUs will be transferred by Assignment of Rights and Obligations Under Development Agreement which shall be recorded with the Beaufort County Register of Deeds.

3. Affordable Housing Covenants shall be drafted and upon review and approval by the Town, will be recorded with the Beaufort County Register of Deeds and any future revisions will require approval by the Town Manager.
4. Use of the 120 RDUs, once assigned to BMH, shall be limited to the 10.09 acre property located at 335 Buckwalter Parkway and may not be transferred or utilized anywhere else within Buckwalter or the Town.
5. BMH shall transfer to the Town via an Assignment of Rights and Obligations Under Development Agreement recorded with the Beaufort County Register of Deeds, the residual general commercial development rights after it is determined how many of their 10.09 acre holdings are necessary for the medical facilities on the Property

DONE AND ACCEPTED the 14th day of January, 2025.

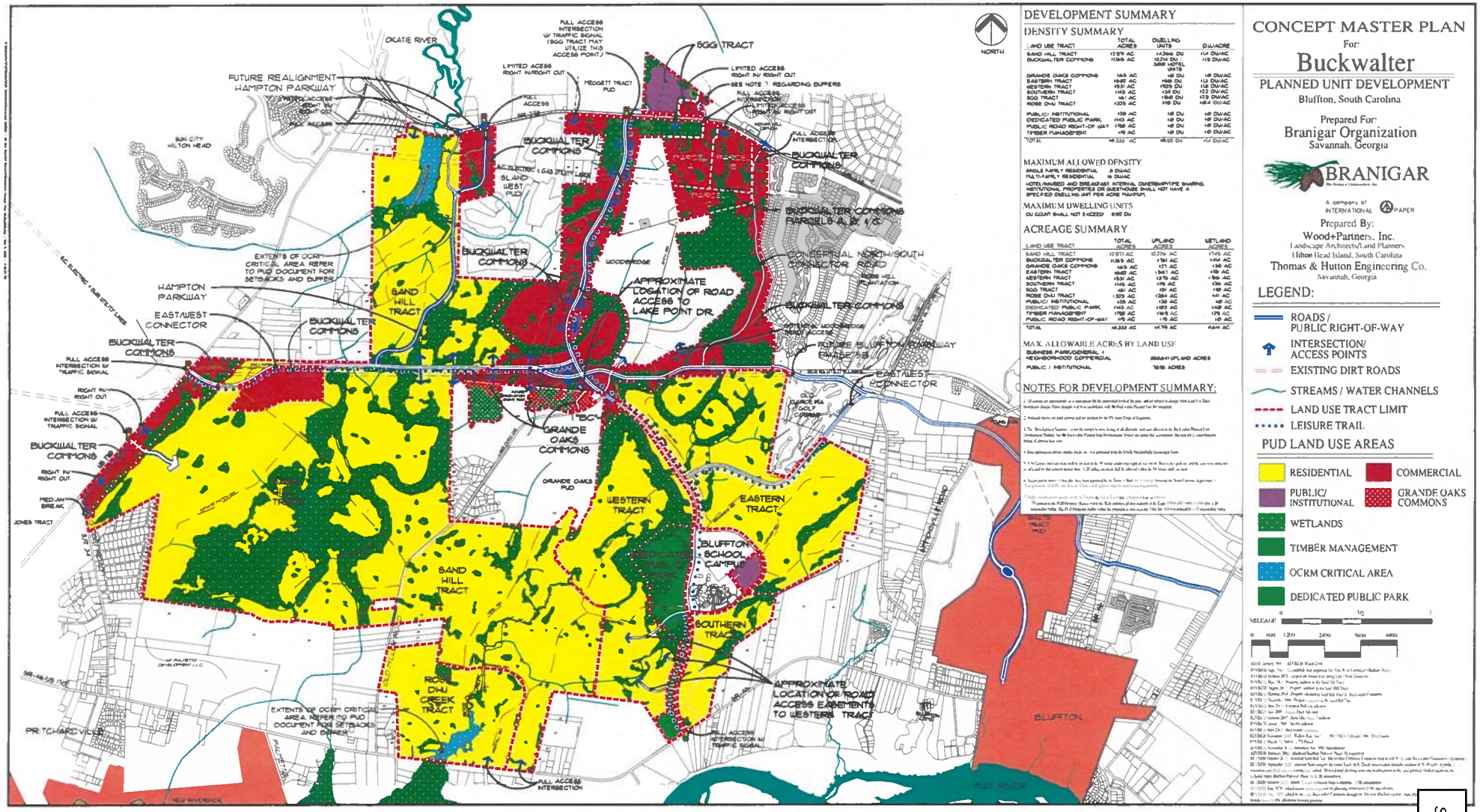
A public meeting was held on this Resolution on the 14th day of January, 2025.

Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

EXHIBIT "C"

Density Summary Table



DEVELOPMENT SUMMARY

DENSITY SUMMARY

LAND USE TRACT	TOTAL ACRES	DWELLING UNITS	DU/ACRE
BAND HILL TRACT	1287± AC	1430± DU	1.1 DU/AC
BUCKWALTER COMMONS	1166± AC	1214 DU 300 HOTEL UNITS	1.13 DU/AC
GRANDE OAKS COMMONS	46± AC	48 DU	1.0 DU/AC
EASTERN TRACT	1682± AC	1900 DU	1.13 DU/AC
WESTERN TRACT	1931 AC	1935 DU	1.68 DU/AC
SOUTHERN TRACT	1149 AC	1381 DU	1.22 DU/AC
BOG TRACT	161 AC	1868 DU	1.23 DU/AC
ROSE DHU TRACT	1275 AC	1118 DU	1.87 DU/AC
PUBLIC/ INSTITUTIONAL	139 AC	1.0 DU	1.0 DU/AC
DEDICATED PUBLIC PARK	1143 AC	1.0 DU	1.0 DU/AC
PUBLIC ROAD RIGHT-OF-WAY	1198 AC	1.0 DU	1.0 DU/AC
TIMBER MANAGEMENT	1.19 AC	1.0 DU	1.0 DU/AC
TOTAL	1.0.333 AC	1.0.000 DU	1.1.1 DU/AC

MAXIMUM ALLOWED DENSITY

SINGLE FAMILY RESIDENTIAL 5 DU/AC
MULTI-FAMILY RESIDENTIAL 10 DU/AC
HOTEL/INN/BED AND BREAKFAST, INTERVAL OWNERSHIP/TYPE SHARING, INSTITUTIONAL PROPERTIES OR GUESTHOUSE SHALL NOT HAVE A SPECIFIED DWELLING UNIT PER ACRE MAXIMUM.

MAXIMUM DWELLING UNITS

DU COUNT SHALL NOT EXCEED 6,100 DU

ACREAGE SUMMARY

LAND USE TRACT	TOTAL ACRES	UPLAND ACRES	WETLAND ACRES
BAND HILL TRACT	1287± AC	1220± AC	1145± AC
BUCKWALTER COMMONS	1166± AC	1781 AC	1454 AC
GRANDE OAKS COMMONS	46± AC	1.71 AC	1.58 AC
EASTERN TRACT	1682± AC	1.541 AC	1.50 AC
WESTERN TRACT	1931 AC	1.379 AC	1.551 AC
SOUTHERN TRACT	1149 AC	1.19 AC	1.31 AC
BOG TRACT	161 AC	1.51 AC	1.10 AC
ROSE DHU TRACT	1.275 AC	1.284 AC	1.41 AC
PUBLIC/ INSTITUTIONAL	1.39 AC	1.39 AC	1.0 AC
DEDICATED PUBLIC PARK	1143 AC	1.193 AC	1.49 AC
TIMBER MANAGEMENT	1.158 AC	1.19.9 AC	1.79 AC
PUBLIC ROAD RIGHT-OF-WAY	1.98 AC	1.19 AC	1.0 AC
TOTAL	1.0.333 AC	1.4.1.19 AC	1.9.14 AC

MAX. ALLOWABLE ACRES BY LAND USE

BUSINESS PARK/GENERAL / NEIGHBORHOOD COMMERCIAL	350±41 UPLAND ACRES
PUBLIC / INSTITUTIONAL	1.39.1.5 ACRES

NOTES FOR DEVELOPMENT SUMMARY:

CONCEPT MASTER PLAN

For

Buckwalter

PLANNED UNIT DEVELOPMENT

Bluffton, South Carolina

Prepared For:
Branigar Organization
Savannah, Georgia

BRANIGAR
A company of INTERNATIONAL PAPER

Prepared By:
Wood+Partners, Inc.
Landscape Architects/Land Planners
Hilton Head Island, South Carolina
Thomas & Hutton Engineering Co.
Savannah, Georgia

LEGEND:

- ROADS / PUBLIC RIGHT-OF-WAY
- INTERSECTION/ ACCESS POINTS
- EXISTING DIRT ROADS
- STREAMS / WATER CHANNELS
- LAND USE TRACT LIMIT
- LEISURE TRAIL

PUD LAND USE AREAS

- RESIDENTIAL
- COMMERCIAL
- PUBLIC/ INSTITUTIONAL
- GRANDE OAKS COMMONS
- WETLANDS
- TIMBER MANAGEMENT
- OCRM CRITICAL AREA
- DEDICATED PUBLIC PARK

MILEAGE

Town of Bluffton
Development Rights Bank Summary of Holdings

Attachment 5

Method of Acquisition / Sale / Deposit / Withdrawal	Assignor/ Depositor	Assignee/ Authorized Deposit Withdrawal Entity(s)	Development Rights Transferred/ Deposited in Bank	Date of Assignment/ Deposit/ Withdrawal	Associated Development Agreement	Notes
Purchase of Bluffton Park Tract B-11	Trust for Public Land	Beaufort County/ Town of Bluffton	87 DU	December 4, 2007	Shultz Tract	Purchase of Bluffton Park Parcel B-11: Quinnco-D'Amico Shults, LLC assigned 87 DU for Parcel B-11 to the Trust for Public Land through an Assignment of Rights dated December 4, 2007 and recorded in Book 2660 Page 555. The Trust for Public Land then transferred Parcel B-11 and the 87 DU to Beaufort County and the Town of Bluffton. The 87 DU plus 100 DU Quinnco-D'Amico Shults, LLC assigned to the County were then extinguished by an Extinguishment, Termination, and Release of Development Rights on 12/11/2007 and recorded in Book 2660 Page 568.
Extinguishment of Density from Purchase of Bluffton Park Tract B-11	Beaufort County / Town of Bluffton	Beaufort County/ Town of Bluffton	(87) DU	December 5, 2007	Shultz Tract	Purchase of Bluffton Park Parcel B-11: Quinnco-D'Amico Shults, LLC assigned 87 DU for Parcel B-11 to the Trust for Public Land through an Assignment of Rights dated December 4, 2007 and recorded in Book 2660 Page 555. The Trust for Public Land then transferred Parcel B-11 and the 87 DU to Beaufort County and the Town of Bluffton. The 87 DU plus 100 DU Quinnco-D'Amico Shults, LLC assigned to the County were then extinguished by an Extinguishment, Termination, and Release of Development Rights on 12/11/2007 and recorded in Book 2660 Page 568.
Donation per Transfer of Development Rights Permit & Buckwalter Development Agreement 8th Amendment	Quinnco-D'Amico Shults, LLC	Town of Bluffton	81 DU	December 10, 2007	Shultz Tract	Donation per Transfer of Development Rights Permit & Buckwalter Development Agreement 8th Amendment: Quinnco-D'Amico Shults, LLC assigned 81 DU to the Town of Bluffton per the conditions of their Transfer of Development Rights Permit # TD.07.10.001 and the corresponding Buckwalter Development Agreement 8th Amendment which transferred density from the Shultz Tract PUD to the Buckwalter PUD.
Donation through Buckwalter Development Agreement 9th Amendment	Indian Hill Associates, LLC	Town of Bluffton	240 DU	February 25, 2008	None	Buckwalter Development Agreement 9th Amendment: The former Willow Run PUD Development Agreement allowed for 500 DUs with 260 transferring to Buckwalter upon approval of the Buckwalter Development Agreement 9th Amendment. The residual 240 Dus from the Willow Run DA were donated to the Town and are no longer associated with Buckwalter, Willow Run, or any other Town Development Agreement.
Donation through Buckwalter Development Agreement 9th Amendment	University Investments, LLC	Town of Bluffton	90 DU	February 25, 2008	Buckwalter	Buckwalter Development Agreement 9th Amendment: University Investments, LLC donated 90 DU to the Town's Density Bank per the terms of the Buckwalter Development Agreement 9th Amendment.
Donation per Transfer of Development Rights Permit & Buckwalter Development Agreement 8th Amendment	Quinnco-D'Amico Shults, LLC	Town of Bluffton	108 DU	October 21, 2008	Shultz Tract	Donation per Transfer of Development Rights Permit & Buckwalter Development Agreement 8th Amendment: Quinnco-D'Amico Shults, LLC assigned 108 DU to the Town of Bluffton per the conditions of their Transfer of Development Rights Permit # TD.07.10.001 and the corresponding Buckwalter Development Agreement 8th Amendment which transferred density from the Shultz Tract PUD to the Buckwalter PUD.
Donation through the Village at Verdier Development Agreement 1st Amendment	Security Bank of Kansas City	Town of Bluffton	83 DU	April 12, 2011	None	Village at Verdier Development Agreement 1st Amendment: The original Village at Verdier Development Agreement allowed 510 Dus which was reduced to 404 Dus as part of the 1st Amendment. Security Bank of Kansas City donated 83 Dus from the original DA to the Town's Development Rights Bank as part of the 1st Amendment. These Dus are no longer associated with the Village at Verdier or any other Town Development Agreement.
Donation per the Buckwalter Development Agreement 10th Amendment	Grandee Oaks, LLC	Town of Bluffton	12 DU	February 10, 2012	Buckwalter	Buckwalter Development Agreement 10th Amendment: Upon approval, execution and recording of the Buckwalter Development Agreement 10th Amendment, 12 DU will be transferred to the Density Bank per the terms of the Agreement.
Deposit Agreement with the Town of Bluffton	New Riverside, LLC	New Riverside, LLC / Palmetto Bluff, LLC	1,300 DU	January 16, 2013	New Riverside	Deposit Agreement with the Town of Bluffton: Allows for the transfer, deposit and withdrawal of 1,300 residential development units into the Town of Bluffton Development Rights Bank for future allocation to any areas within the New Riverside Land Use Master Plan most recently revised on September 4, 2012, the Concept Land Use Plan for Palmetto Bluff most recently revised on September 4, 2012, or in any other areas of the Town of Bluffton provided they are not transferred back into the Restricted Area, and such transfers are consistent with any other zoning or concept plan for such areas, if applicable.
Town purchase of property within Buckwalter Place	Parcel 6, LLC	Town of Bluffton	10 Acres General Commercial	March 25, 2013	Buckwalter	Purchase of 7.12 Acres Within Buckwalter Place: Parcel 6, LLC assigned 10 acres of general commercial development rights to the Town of Bluffton in conjunction with the Town's purchase of 7.12 acres within Buckwalter Place. Deed reference: Recorded in Book 3225 at Page 1673. Plat reference: Recorded in Plat Book 136 at Page 106.
Assignment accompanying sale of Town owned property within Buckwalter Place	Town of Bluffton	CareCore National, LLC d/b/a eviCore healthcare	(2.35) Acres General Commercial	May 11, 2016	Buckwalter	Assignment of Development Rights: upon eviCore Healthcare's purchase of Town owned property, the Town executed an Assignment of Development Rights transferring 2.35 acres of General Commercial for the undeveloped portion of the purchase area.
Donation of Development Rights Agreement Under Kent Estates Development Agreement	Colony Bank	Town of Bluffton	50,000 Sq Feet Commercial 457 DU	February 9, 2016	None	Termination of Kent Estates Development Agreement (Book 3465 Page 1300) & Donation of Development Rights Agreement (Book 3465 Page 1319): The Town of Bluffton, Colony Bank (successors of New Leaf, LLC & Lowcountry Evergreen, LLC), & National Healthcare agreed to terminate the Kent Estates Development Agreement. In lieu of New Leaf, LLC & Lowcountry Evergreen, LLC's outstanding fees, Colony Bank agreed to donate the Development Rights previously owned by the former owners. As the property National Healthcare owned did not meet the minimum requirements for a Development Agreement, they agreed to the termination and donation of their development rights to the Town of Bluffton.
	National Healthcare		69,000 Sq Feet Commercial			
Donation of Development Rights per Master Plan Amendment Approval	Shell Hall Land Acquisition, LLC	Town of Bluffton	13 DU	July 19, 2016	Buckwalter	Shell Hall Master Plan Amendment: Per the Shell Hall Master Plan Amendment approved September 8, 2015 the owners agreed to donate the 13 DUs which will not be developed to the Town. These Development Rights
Withdrawal from Development Rights Bank by Palmetto Bluff, LLC for the Palmetto Bluff Concept Plan per the Deposit Agreement	Palmetto Bluff, LLC	New Riverside, LLC / Palmetto Bluff, LLC	(1,080) DU	December 20, 2016	Palmetto Bluff	Deposit Agreement with the Town of Bluffton, Palmetto Bluff Development Agreement 4th amendment, Palmetto Bluff Concept Plan 1st Amendment, Palmetto Bluff Concept Plan 2nd Amendment, New Riverside Concept Plan 5th Amendment, & Assignment of Development Rights and Obligations Under Concept Plan (Book 3538 Page 3257): Palmetto Bluff withdrew and transfered 1,080 DUs owned and deposited by New Riverside, LLC into the Town's Development Rights Bank into the Palmetto Bluff Concept Plan pursuant to the aforementioned documents.
Withdrawal from Development Rights Bank by New Riverside, LLC for Parcel 4A-1 of New Riverside	New Riverside, LLC	Pritchard Farm, LLC	(113) DU	December 20, 2018	New Riverside	New Riverside, LLC withdrew and assigned 113 RDUs to Pritchard Farms, LLC for New Riverside Parcel 4A-1 on April 23, 2018 which was recorded on May 3, 2018 in Book 3664 at Page 1505.
Assignment accompanying previous sale of Town owned property within Buckwalter Place	Town of Bluffton	CareCore Properties, LLC	(6.44) Acres General Commercial	TBD	Buckwalter	Reserved for future Assignment of Development Rights: As part of the sale of Town owned property to eviCore, an assignment of 6.44 acres of General Commercial to CareCore Properties, LLC for their previous purchase of property, which was developed, was approved by Town Council. The allocation of these development rights are Parcel 1B1 - 1.66 acres General Commercial and Parcel 2 - 4.78 acres of General Commercial.
Withdrawal from Development Rights Bank by New Riverside, LLC for Parcel 4B-2 of New Riverside	New Riverside, LLC	Pritchard Farm, LLC	(107) DU	December 20, 2018	New Riverside	New Riverside, LLC withdrew and assigned 107 RDUs to MFH Land, LLC for New Riverside Parcel 4B-2 on December 19, 2018 which was recorded on December 20, 2018 in Book 3723 at Page 676.
Town purchase of property within Buckwalter Place	eviCore healthcare MSI, LLC	Town of Bluffton	2.35 Acres General Commercial	September 28, 2022	Buckwalter	Reacquisition of property and development rights previously sold to eviCore Healthcare MSI, LLC May 11, 2016.
TOTAL Town of Bluffton Owned Residential Dwelling Units (DU) Available in the Town of Bluffton Development Rights Bank:			**1,084 DU** [1]			
TOTAL Residential Dwelling Units (DU) Deposited in the Town of Bluffton Development Rights Bank for future withdrawal by New Riverside, LLC:			**- DU**			
TOTAL Town of Bluffton Owned Commercial Acres/Square Feet (SF) Available in the Town of Bluffton Density Bank:			**119,000 Square Feet** [2] **3.56 Acres General Commercial**			

[1] The breakdown of these 1,084 DUs owned by the Town associated with Development Agreements are as follows: Shultz Tract Development Agreement - 189 DUs; and Buckwalter Development Agreement - 115 DUs. The remaining 780 DUs originated from a Development Agreement, but were removed from the respective Development Agreement's total approved development rights upon transfer to the Town.

[2] The 119,000 Square Feet originated from the Kent Estates Development Agreement which was later terminated and its associated development rights were donated to the Town.

ORDINANCE NO. 2007-19

TOWN OF BLUFFTON, SOUTH CAROLINA
ORDINANCE FOR THE TRANSFER OF DEVELOPMENT RIGHTS
AND CREATION OF THE TOWN OF BLUFFTON
DEVELOPMENT RIGHTS BANK

WHEREAS, the Town of Bluffton, South Carolina, is experiencing substantial growth, change, and development; and

WHEREAS, the Town Planning Staff and Town Planning Commission have undertaken to revise and update the Town's Comprehensive Plan and the updated Comprehensive Plan was approved on First Reading by Town Council on May 15, 2007and was approved for final Second Reading approval and adoption on or before September 4, 2007; and

WHEREAS, the Southern Beaufort County Regional Plan encourages local governments, where appropriate, to adopt land use policies and regulations to encourage Mixed Used Development at higher intensity nodes which will result in reduced traffic and reduced vehicle miles traveled; and

WHEREAS, the Town finds this Ordinance will assist in the creation of affordable and workforce housing developed by the Town or privately; and

WHEREAS, the Town finds this Ordinance will assist, where appropriate, in promoting economic development; and

WHEREAS, the Town desires to create a transfer of density units process which will direct future growth in a logical, economical, and efficient manner away from those areas of the Town less suited for such growth, and toward those areas of the Town better suited to provide the public services and facilities necessary for such growth, and for the protection of

environmentally sensitive, historic and natural resources, and the health, safety and welfare of the general public; and

WHEREAS, the Town further desires to create a process to transfer Development Right Units which will assist and encourage private and public interests in reducing Development Right Units and reallocating development rights throughout the Town as is contemplated by the Comprehensive Plan; and

WHEREAS, the Town desires to provide a record of the transfers of Development Right Units and impose appropriate restrictions on the properties involved in such transfers; and

WHEREAS, on July 25, 2007, the Town Planning Commission recommended the adoption of this Ordinance; and

WHEREAS, the Town believes that the same will better ensure the health, safety and welfare of its citizens; and

NOW, in accordance with the foregoing, the Town hereby adopts this Transfer of Development Rights Ordinance and creates the Town of Bluffton Development Rights Bank.

Section I: Findings. The Town hereby makes the following findings:

1. Zoning classifications and/or Development Agreements allow land to be developed for residential, commercial, and other purposes.

2. Such development rights are identifiable, valuable, and severable from the parcel where initially permitted.

3. It is a desirable planning practice to permit the transfer of development rights from certain locations in the Town to other locations which can accommodate growth without increasing the overall amount of permitted development in the Town.

4. Issuance of development rights for a particular parcel of land and permitting their transfer to other more suitable land can serve to prevent further overburdening of public infrastructure and facilities.

5. In the process of permitting the transfer of development rights from one parcel to another, the public health, safety, and general welfare may be furthered by providing for the prevention of urban sprawl, and the preservation of open space, protection of important waters and environmentally sensitive areas, and other purposes which serve to implement the Comprehensive Plan.

6. Future growth will be directed by the Town of Bluffton Future Land Use Map, the Town of Bluffton Comprehensive Plan, and the Official Map, once adopted.

7. The Town desires to lower the overall number of Development Right Units and/or the intensity of development to ease the burden on infrastructure, schools, parks, open space, waters, and other necessary public services and facilities.

Section II: Definitions. Unless specifically defined below, all words, terms or phrases used in this article shall be ascribed the meaning which they have in the Town of Bluffton Zoning Ordinance and/or Development Standards Ordinance. The following words, terms and phrases when used in this article, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Affordable Housing: Affordable housing is affordable to households whose members collectively earn 60% to 80% of the area median family income, adjusted for household size as defined by HUD.

Certificate: A certificate of transferable Development Right Credits calculated and issued pursuant to this article.

Comprehensive Plan: The document, and its amendments, adopted by the Town Council which meets the requirements of South Carolina Law.

Density: The number of Development Right Units permissible within a given property.

Development Right: A right that entitles an owner of real property to develop said property as may be recognized by the common law, statutory law, the United States or South Carolina constitution, the Town Code, the Comprehensive Plan or other applicable federal or state regulations.

Development Right Credit: A Development Right Unit that has been severed from a property through the processes identified in this article and recognized by a Certificate of Transferable Development Right Credits.

Development Right Unit: A Development Right Unit can be either residential or commercial. A residential unit equals one increment of housing designed and intended for residential use by one (1) family, whether a single-family residence, mobile home, or as part of a duplex, apartment, or condominium project. A commercial unit can be either per square foot or by acreage, depending on the Zoning District and/or Development Agreement.

Economic Development: Development that meets Economic Development Goals of the Town of Bluffton Comprehensive Plan and features the following attributes:

- Wireless capacity that supports the designated project
- Mixed uses including commercial, retail, office and residential components
- Accessibility to and creation of public space and amenities

- Public infrastructure integrated to accommodate a dense environment
- Supports the business clusters identified by the Lowcountry Economic Network

Mixed Use Development: An area of property where residential and commercial uses are grouped and mixed together in order to promote a live/work/shop/pray/play mixed use village concept to be patronized by the residents and general public.

Receiving Zone or RZ: The area of property into which Development Right Credits may be transferred and/or Development Right Units may be increased. A Receiving Zone must be a specific Initial Master Plan or parcel of land.

Rezoning: An amendment to the Zoning Map pursuant to the procedures and requirements of the Town Code for such amendments.

Sending Zone or SZ: The area of property from which Development Right Credits may be severed and transferred.

Town Code: The Code of Laws and Ordinances, Town of Bluffton, South Carolina, as the same may be amended.

Transfer of Development Right Unit or TDU: A transfer of Development Right Units from an SZ to a RZ, an increase in Development Right Units to a RZ, or a deposit/withdrawal of Development Right Units into or from the Development Rights Bank, as governed by this article.

Workforce Housing: Workforce housing is affordable to households whose members collectively earn 80% to 120% of the area median family income, adjusted for household size as defined by HUD.

Section III: Establishment of Receiving Zones and Sending Zones. Transfer of Development Rights is intended as one method of implementing the Town Comprehensive Plan,

permitting the transfer of Development Rights from one location to another where the associated development can be more appropriately accommodated. The transferring, or sending, location is designated as an SZ. The receiving location is designated as a RZ.

Section IV: Circumstances Under Which Transfer of Development Rights May Be Allowed. After proper application, the Town may issue transferable Development Rights for such land and authorize their transfer in accordance with the section where the Town finds that issuance and transfer of the Development Rights will serve to implement the Comprehensive Plan. Factors and circumstances to be considered by the Town include, but are not limited to, moving Development Right Units or their or impacts away from waterways, alleviating crowded road conditions, decreasing impacts on schools, decreasing overall Town density, whether affordable housing will be promoted, the extent of the Mixed Use Development, and whether the Development Right Units are, in fact, usable where originally located. The Future Land Use Map and Official Map, when adopted, will be guiding/reference tools during the review process. If the application is premised on a Mixed Use Development, the Applicant must include public spaces, general and/or professional offices, retail, restaurant, hospitality, technology uses, residential units if integrated properly, government and/or civic uses, and similar uses. A Mixed Use Development must demonstrate a minimum of a Ten (10%) percent trip generation reduction on both peak hour and total daily trips as compared to the Maximum Commercial Plan. Any Development Rights issued pursuant to this section shall not be used on the property from which they derive, but may be used on any land designated as a RZ consistent with the Comprehensive Plan. Nothing in this Ordinance would guarantee a one-to-one ratio of Transferred Density Units from Sending Zone to Receiving Zone.

Any Density Units that are transferred pursuant to this Ordinance are specifically excluded and are not entitled to utilize any by-right transfer or conversion or divisions into fractional shares provisions that may be found in the Development Agreement applicable to the Receiving Zone. Residential Units transferred to pursuant to this Ordinance may not be transferred from the specific receiving zone to other areas within the receiving PUD or converted to commercial, or visa versa, without express approval of the Town Council, after going through the process set out in this Ordinance.

Section V: Approval Procedure.

(1) ***Donations***. A property owner desiring to donate Development Right Units to the Town shall notify the Town and fill out the required forms to complete the donated deposit into the Town Development Rights Bank.

(2) ***Application***. A property owner desiring to obtain permission to transfer Development Right Units shall apply for issuance of a Transfer Permit. Such application shall be filed with the Town on a form requesting information as the Town may reasonably require, which shall include the following:

(a) Name, address and telephone number of applicant and the applicant's agent, if any;

(b) Legal description of the Sending Zone and/or Receiving Zone;

(c) Map drawn to scale as determined by the Town showing existing land use on the Sending Zone and Receiving Zone and any existing streets, structures, water courses and easements within or adjacent to the property and/or other information as may be reasonably required by the Town;

(d) Statement identifying the existing zoning and/or development agreements on the Sending Zone and Receiving Zone;

(e) The number of Development Right Units requested to be transferred;

(f) Applicants ability and right to transfer;

(g) A narrative describing the reason for the transfer, the intended use of the Development Right Units, and how the transfer accomplishes the goals of the Town Comprehensive Plan, the Southern Beaufort County Regional Plan, and the intent of this Ordinance; and

(h) Such fee as the Town Council may by resolution establish.

(3) ***Staff Review.*** The Director shall circulate any application for review by appropriate Town Departments, and upon completion of such review shall forward the application to the Planning Commission for review.

(4) ***Planning Commission Review.*** The Planning Commission shall review the application, the comments of Town Staff, and, after public notice and hearings, shall make findings of fact and recommend the application to the Town Council for approval, approval with modifications or conditions, or denial.

(5) ***Amendments of Development Agreements.*** If Amendments of Development Agreements are involved, the application shall be reviewed by the Development Agreement Negotiating Committee prior to review by the Planning Commission.

(6) ***Town Council Review.*** The Town Council shall review the application and the findings and recommendation of the Planning Commission, and after notice and public hearing, shall approve, approve with modifications or conditions, or deny the application for a Transfer

Permit. Such approval shall be conditioned upon delivery to the Town of an executed grant of a Transfer Permit, as approved in the application or as specified by Town Council, and recording copies of the Transfer Permit in the deed records for Beaufort County, and may include other reasonable conditions including, but not limited to, rezoning related to the transfer and vacation or change to existing plats.

(7) ***Initiation by the Town.*** In addition to the foregoing procedures for initiation of a transfer of Development Rights by a property owner, the Town Council on its own motion may issue transferable Development Right Units to a given Receiving Zone. Such rights shall only be issued where the Town Council finds, after review by the Planning Commission and notice and hearing as required, that issuance and transfer of the Development Right Units will serve to implement the findings expressed herein and Comprehensive Plan.

Section VI: Development Rights Bank. There is herewith established the Town of Bluffton Development Rights Bank. Any Development Right Units that are transferred pursuant to this Ordinance shall be deposited into and subsequently transferred from the Development Rights Bank. The Town has the right to receive donations of Density Units from any person or entity. The Town has the right to transfer Development Rights to a RZ upon proper application filed pursuant to this Ordinance. The Town has the right to hold indefinitely any Development Rights it possesses. The Town may, but is not obligated to, utilize the Development Right Units it holds in the Development Rights Bank for conservation, affordable housing, economic development, or any other lawful valid governmental purpose. A Development Right Unit deposited into the Development Rights Bank shall only be counted on a unit basis and no dollar value shall be assigned by the Town. Withdrawals from the Development Rights Bank shall be

on any reasonable basis or value set by the Town. All deposits into and withdrawals from the Development Rights Bank shall be duly noted and recorded by the Town.

IT IS SO ORDAINED.

First reading by title only held on August 21, 2007.

Henry "Hank" Johnston, Mayor
Town of Bluffton, South Carolina

Attest:

Sandra Lunceford
Clerk, Town of Bluffton, South Carolina

A public hearing was held on this Ordinance on November 6, 2007.

Henry "Hank" Johnston, Mayor
Town of Bluffton, South Carolina

Attest:

Sandra Lunceford
Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at final and second reading on November 6, 2007.

Henry "Hank" Johnston, Mayor
Town of Bluffton, South Carolina

Attest:

Sandra Lunceford
Clerk, Town of Bluffton, South Carolina

ORDINANCE 2023/14

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY

WHEREAS, Beaufort County ("County") recognizes that work force and affordable housing is a serious public health and safety concern throughout the County, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

WHEREAS, the County has identified real property in the southern portion of Beaufort County located conveniently near grocery options, retail shopping, medical services, and multiple employment options, as well as public transit, which will further promote the County's goal of providing citizens with much needed work force and affordable housing; and

WHEREAS, the real property identified by the County includes a parcel consisting of approximately 10.09 acres with TMS No. R610 030 000 0712 0000 and an address of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the "Property"; and

WHEREAS, the County has negotiated terms for the sale and purchase of the Property and the County agrees to purchase the Property below the fair market value in the amount of Three million Six Hundred Thousand ($3,600,000) Dollars plus closing costs with funds from the General Fund-Fund Balance; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property in order to provide citizens of Beaufort County with work force and affordable housing.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizing the County Administrator to execute the necessary documents and provide funding in the amount of $3,600,000 plus closing costs as described above for the purchase of real property located at 333 & 335 Buckwalter Parkway.

DONE this 27th day of March 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

Third and Final Reading: March 27, 2023 / Vote 11:0
Public Hearing: March 13, 2023
Second Reading: March 13, 2023 / Vote 11:0
First Reading: February 27, 2023 / Vote 10:0

9 PB
NC
Howell, Gibson
& Hartz

RECORDED
2024 Jun -10 08:17 AM
BEAUFORT COUNTY AUDITOR

Attachment 8

BEAUFORT COU
BK 4334 Pgs 3382-3390
2024022031 RED
05/16/2024 04:27:18 PM
REC'D BY pbaxley RCPT# 1168888
RECORDING FEES $0.00

ADD DMP Record 6/6/2024 03:41:35 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R610	030	000	0712	0000	00

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, **St. Andrew By-The-Sea United Methodist Church, Inc.**, a South Carolina nonprofit corporation ("Grantor"), in the State aforesaid and in consideration of the sum of **Three Million Two Hundred Thousand and 00/100 Dollars ($3,200,000.00)** paid to it in hand at and before the sealing of these presents by **Beaufort County**, a subdivision of the State of South Carolina ("Grantee"), having an address of Post Office Box 1228, Beaufort, South Carolina 29901, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions set forth in the legal description below, unto the said Grantee, its successors and assigns, forever, the following described property, to-wit:

SEE ATTACHED "EXHIBIT A" INCORPORATED HEREIN BY REFERENCE

This deed was prepared by Burr & Forman, LLP, 23-B Shelter Cove Lane, Suite 400, Hilton Head Island, South Carolina 29928.

Tax Map # R610 030 000 0712 0000

Grantor has complied with Section 2540 of the Book of Discipline of the United Methodist Church and the written consent of the Pastor and the District Superintendent is attached hereto as **Exhibit "B".**

THIS CONVEYANCE is made subject to any applicable restrictions, reservations, zoning ordinances or easements that may appear of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

APPROVED FOR RECORDING
BY: [signature]
BEAUFORT COUNTY ATTORNEY
DATE: 5/10/24

51849571 v1

TOGETHER WITH all and singular, the rights, members, hereditaments and appurtenances to the said premises belong, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises herein mentioned unto said Grantee, its successors and assigns, forever.

AND the within Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee as hereinabove described against the Grantor and Grantor's successors and assigns, so that neither Grantor nor those claiming under it shall hereafter have any interest in or claim the same, or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed as of this 8 day of May, 2024.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Witness #2

ST. ANDREW-BY-THE-SEA UNITED METHODIST CHURCH, INC., a South Carolina nonprofit corporation

By: _____
Floyd McKeag
Chair-Board of Trustees

Book4334/Page3383 CFN#2024022031

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Floyd McKeag, Chair of the Board of Trustees for St. Andrew By-The-Sea United Methodist Church, Inc., a South Carolina nonprofit corporation, personally appeared before me this day and acknowledged the execution of the foregoing Deed.

WITNESS MY HAND AND SEAL this 3 day of May, 2024.

Notary Public for South Carolina
My commission expires:_____

Seal:



EXHIBIT "A"

ALL that certain piece, parcel and tract of land, situate lying and being in the Town of Bluffton, Beaufort County, South Carolina, said parcel generally known and described as Parcel C6-B, the said parcel containing a total of 10.09 acres, said Parcel C6-B more specifically shown and described on a boundary survey (the "Plat") thereof entitled "A ALTA/ACSM LAND TITLE SURVEY OF PARCEL C6-B BUCKWALTER PARKWAY", said Plat dated January 14, 2003 as prepared by T-Square Group, Inc. and certified by Forrest Baughman SCRLS #4922, with said Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 91 at Page 147. For a more specific reference to Parcel C6-B by metes and bounds, reference is herewith made to the plat of record.

SAID PROPERTY is conveyed subject to all applicable covenants, conditions, restrictions and easements filed of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

BEING the same property conveyed to the Grantor herein by Limited Warranty Deed from SCBT f/k/a SCBT, N.A. f/k/a South Carolina Bank and Trust, N.A. dated June 5, 2014, recorded June 9, 2014, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 3326, at Page 319.

TM# R610 030 000 0712 0000

EXHIBIT "B"

- See attached letters of Authorization to Sell from Jonathan E. Tompkins dated 4-25-2024 and Joseph A. McDonald dated 4-29-2024

Book4334/Page3386 CFN#2024022031

St. Andrew By-The-Sea
UNITED METHODIST CHURCH

April 25, 2024

Pursuant to the language in BOD paragraph 2540, as Senior Pastor, Saint Andrew By-The-Sea UMC, Inc., I consent to the sale of this property to Beaufort County.

Signed,

Jonathan E. Tompkins

Senior Pastor

St. Andrew By-The-Sea UMC
20 Pope Avenue
Hilton Head Island, SC 29928

843.785.4711
www.hhiumc.com
standrewbythesea@gmail.com

Book4334/Page3387 CFN#2024022031

Walterboro District
The United Methodist Church

Office: P.O. Box 829
119 N. Lucas Street
Walterboro, SC 29488
Tel. (843) 549-5441
Fax (843) 549-6073

Residence: 175 Auld Brass Road
Walterboro, SC 29488
(803) 671-1691

E-mail: wadist@umcsc.org
jamcdonald@umcsc.org

Rev. Joseph A. McDonald
District Superintendent

April 29, 2024

Greetings,

As Superintendent of the Walterboro District of the United Methodist Church, I give consent to the transfer of property on Buckwalter Highway to St. Andrew By-The-Sea, Hilton Head, South Carolina. This transfer shall conform to the Book of Discipline of the United Methodist Church, and has been approved by the St. Andrew By-The-Sea United Methodist Church's church conference and the Walterboro District Board of Church Location and Building.

Sincerely,

Joseph A. McDonald
Walterboro District Superintendent

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is known as:

3. Check one of the following: The deed is

(a)_____subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b)_____subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c)_**X**____exempt from the deed recording fee because (see Information section of affidavit): 12-24-40 (sub-section 2).
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a)_____The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.

(b)_____The fee is computed on the fair market value of the realty which is_____

(c)_____The fee is computed on the fair market value of the realty as established for property tax purposes which is_____.

5. Check Yes___ or No___ to the following: A lien or encumbrance existed on The land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes,"

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: _____

(b) Place the amount listed in item 5 above here:_____
(If no amount is listed, place zero here.)

(c) Subtract Line 6 (b) from Line 6(a) and place result here:_____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:_____

8. As required by **Code Section 12-24-70**, I state that I am a responsible Person who was connected with the transaction as: attorney for Beaufort County.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

T. Bendle
Thomas A. Bendle, Jr.
Attorney for Beaufort County

SWORN to before me this 10th
Day of May, 2024
Bernadette A. Giles
Notary Public for South Carolina
My Commission Expires: 03/08/2029

9
NC PB
Harvell, Gibson
Pgf Cnty

BEAUFORT CO
BK 4334 Pgs 3391-3399
2024022032 ASIGO
05/16/2024 04:27:18 PM
REC'D BY pbaxley RCPT# 1168888
RECORDING FEES $0.00

STATE OF SOUTH CAROLINA	)	**PARTIAL ASSIGNMENT AND**
	)	**ASSUMPTION OF RIGHTS AND**
	)	**OBLIGATIONS UNDER THE**
COUNTY OF BEAUFORT	)	**DEVELOPMENT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT ("Partial Assignment") is dated this 15 day of May, 2024, by and between **ST. ANDREW BY-THE-SEA METHODIST CHURCH, INC.**, a South Carolina non-profit corporation ("Assignor") and **BEAUFORT COUNTY**, a subdivision of the State of South Carolina ("Assignee").

Witnesseth:

WHEREAS, on or about the 19th day of April, 2000, SP Forests, LLC ("SP Forests") entered into a Development Agreement ("Development Agreement") with the Town of Bluffton, South Carolina, which Development Agreement was recorded in the Beaufort County Register of Deeds Office in Book 1288 at Page 1, incident to the annexation and future development of the Buckwalter Tract, which Development Agreement, as amended, controls the Property (as defined below); and

WHEREAS, Winding River BTS 1, LC, a Utah limited liability company ("Winding River") acquired from SP Forests certain property and was partially assigned certain rights with respect to such property pursuant to a Partial Assignment and Assumption of Rights and Obligations Under Development Agreement dated September 27, 2000 and recorded in the Office of the Register of Deeds for Beaufort County in Official Record Book 1337 at Page 1247, as re-recorded in Book 1374 at Page 336; and

WHEREAS, BHR Acquisition Co., LLC acquired from SP Forests certain property and was partially assigned certain rights with respect to such property pursuant to a Partial Assignment and Assumption of Rights and Obligations Under Development Agreement dated December 19, 2000 and recorded in the Office of the Register of Deeds for Beaufort County in Official Record Book 1368 at Page 243; and

WHEREAS, BHR Acquisition Co., LLC became the successor in interest to Winding River through Articles of Merger dated December 28, 2001, and as such successor in interest became the owner of the property of Winding River including all or a portion of the Property (as hereinafter defined); and

APPROVED FOR RECORDING
BY: [signature]
BEAUFORT COUNTY ATTORNEY
DATE: 5/16/24

54031815 v1

WHEREAS, Buckwalter Commercial, Inc., a South Carolina corporation acquired from BHR Acquisition Co., LLC, a South Carolina limited liability company, certain property and was partially assigned certain rights with respect to such property, pursuant to a Partial Assignment and Assumption of Rights and Obligations Under Development Agreement dated February 18, 2003, and recorded February 19, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 1715 at Page 1128; and

WHEREAS, SCBT f/k/a South Carolina Bank and Trust, N.A., a South Carolina limited liability company ("SCBT"), acquired certain real property in the Buckwalter PUD in the area known as Buckwalter Commons from Buckwalter Commercial, Inc., a South Carolina corporation (as successor in interest to BHR Acquisition Co., LLC) as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") by a Title to Real Estate recorded February 19, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Record Book 1715 at Page 1152;

WHEREAS, SCBT was partially assigned certain rights with respect so such property, pursuant to a Partial Assignment and Assumption of Rights and Obligations under Development Agreement dated February 18, 2003, and recorded February 19, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 1715 at Page 1155; and

WHEREAS, Assignor was partially assigned certain rights with respect to such property, pursuant to a Partial Assignment and Assumption of Rights and Obligations Under Development Agreement dated June 5, 2014 and recorded June 9, 2014 in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Record Book 3326 at Page 332.

WHEREAS, Assignor, by Deed of conveyance, is transferring its interests in the Property to Assignee; and

WHEREAS, an integral part of the conveyance of the Property by Assignor to Assignee, is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume certain rights, privileges, and obligations under the Development Agreement applicable to the Property, thus necessitating the preparation and execution of the with Partial Assignment and Assumption; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, parties hereby agree as follows, to-wit:

1. Partial Assignment and Assumption of Rights, Privileges and Obligations Applicable to the Property Pursuant to The Development Agreement and Buckwalter PUD Concept Plan. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, 10.09 acres of General Commercial (the "Assigned Land Use") as an allowed land use. Assignee shall be entitled to all of the rights, privileges, and obligations, including all alternate land uses, as described in the Development Agreement and the Buckwalter PUD Concept Plan ("Concept Plan") applicable or available to the Property except for those certain excluded obligations, rights and privileges ("Excluded Obligations")

identified herein below. Assignee hereby assumes and agrees to perform all of Assignor's rights, privileges and obligations as described in the Development Agreement applicable to the Assigned Land Use Property, except for the Excluded Obligations. Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof, and to develop the Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns. See Exhibit A attached hereto. TB

2. Excluded Obligations, Right and Privileges. The following are hereby excluded from Assignor's assignment and Assignee's assumption herein:

(a) the terms of Article XII A and B concerning the government facilities, park or playground site;

(b) the terms of Article XII C concerning the payment of administrative charges.

Provided, however, Assignee assumes the obligation to pay any fees identified in Article XII D of the Development Agreement as they relate to the Property.

3. Estoppel Certificate. Pursuant to Article XIX of the Development Agreement, the Town and Assignor hereby certify the following, to-wit:

(a) that the Development Agreement, as amended, is in full force and effect;

(b) that the Development Agreement through the amendment dated April 10, 2013 has not been further amended or modified;

(c) that to the best knowledge of Town and Assignor, all parties to the Development Agreement are in full compliance with all obligations thereunder as of the date hereof;

(d) that to the best knowledge of Town and Assignor, no event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute an event of default under the terms of the Development Agreement;

(e) that by its execution hereof, the Town of Bluffton confirms that the within instrument shall serve as the requisite notice under the provisions of Article V, Paragraph 2 of the Development Agreement of transfer of the Property and hereby consents to the terms of this Partial Assignment and Assumption, and agrees that with respect to any obligations assigned by Assignor to Assignee and assumed by Assignee hereunder, the Town of Bluffton shall look solely to Assignee, not to Assignor, for performance of such obligations, and enforcement thereof by the Town.

4. Default and Enforcement of Provisions. As provided in Paragraph XV of the Development Agreement, and, as herein provided, upon the failure of Assignor, Assignee or the Town of Bluffton to comply with the terms of the Development Agreement and the within Partial Assignment and Assumption incident to the Property, one or more of the non-defaulting parties may pursue any and all legal or equitable remedies, including a specific performance, against the defaulting party.

5. Notices. Any notice, demand, request, consent, approval, or communication among any of the parties hereto or the Town of Bluffton shall be in writing and shall be delivered or addressed as provided under Paragraph XVII of the Development Agreement and shall be addressed as follows:

As to Assignor:
St. Andrew By-The-Sea United Methodist Church, Inc.
20 Pope Avenue
Hilton Head Island, SC 29928

As to Assignee:
Beaufort County
P. O. Box 1228
Beaufort, SC 29901

With a required copy, as to Assignor, to:
Burr & Forman LLP
Attn: Walter J. Nester, III
P. O. Drawer 3
Hilton Head Island, SC 29938

With a required copy, as to Assignee, to:
Beaufort County
Attn: Brittany Ward
P. O. Box 1228
Beaufort, SC 29901

As to the Town of Bluffton:
Town of Bluffton
Attn: Town Manager
P. O. Box 386
Bluffton, SC 29910

With a required copy to:
Town Attorney
c/o Town of Bluffton
P. O. Box 386
Bluffton, SC 29910

Book4334/Page3394 CFN#2024022032

6. Binding Effect. This Partial Assignment and Assumption shall inure to the benefits of and be binding upon the respective parties hereto, their successors and assigns.

7. Governing Law. The within Partial Assumption shall be interpreted and constructed and conform to the laws of the State of South Carolina.

8. Reaffirmation of Terms. All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

(BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Partial Assignment and Assumption to be duly executed as of the 8 day of May, 2024.

WITNESSES:

Witness #1

Witness #2

ST. ANDREW-BY-THE-SEA UNITED METHODIST CHURCH, INC., a South Carolina nonprofit corporation

By: _____
Floyd McKeag
Chair-Board of Trustees

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Floyd McKeag, Chair of the Board of Trustees for St. Andrew By-The-Sea United Methodist Church, Inc., a South Carolina nonprofit corporation, personally appeared before me this day and acknowledged the execution of the foregoing Deed.

WITNESS MY HAND AND SEAL this 8 day of May, 2024.

_____
Notary Public for South Carolina
My commission expires: _____

Seal

LINDA H. TOOMER
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
My Commission Expires
11-21-2024

Book4334/Page3396 CFN#2024022032

The undersigned, Stephen Steese, as Town Manager of the Town of Bluffton, and Marcia Hunter as Town Clerk, hereby ratify and approve this Partial Assignment and Assumption of Rights and Obligations under the Development Agreement on behalf of the Town of Bluffton, South Carolina as of this 15th day of May, 2024.

WITNESSES:

Stephen Steese, Town Manager

Marcia Hunter, Town Clerk

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that Stephen Steese, as Town Manager, and Marcia Hunter, as Town Clerk, respectively of the Town of Bluffton, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 15 day of May, 2024.

Kerry L. Guzman
Notary Public, State of South Carolina
My Commission Expires June 8, 2032

SEAL
Notary Public for South Carolina
Print Name: Kerry L. Guzman
My Commission Expires: 06/08/2032

Book4334/Page3397 CFN#2024022032

WITNESSES:

John C. Robinson, Interim Beaufort County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that John C. Robinson, as Interim Beaufort County Administrator personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 10th day of May, 2024.

SEAL

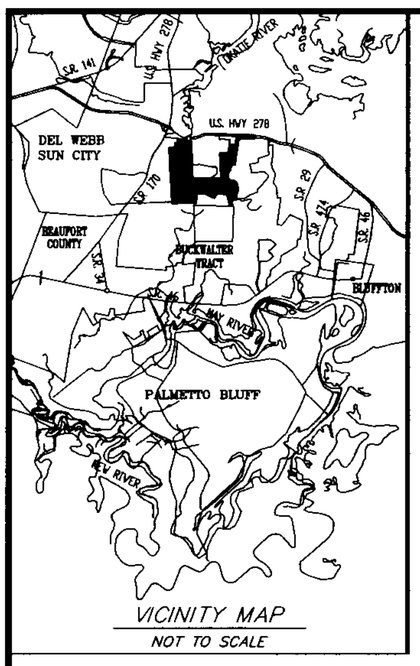
Notary Public for South Carolina
Print Name: Cheryl H. Harris
My Commission Expires: 8/24/2028

Cheryl H. Harris
Notary Public, State of South Carolina
My Commission Expires August 24, 2028

Book4334/Page3398 CFN#2024022032

EXHIBIT "A"

ALL that certain piece, parcel and tract of land, situate lying and being in the Town of Bluffton, Beaufort County, South Carolina, said parcel generally known and described as Parcel C6-B, the said parcel containing a total of 10.09 acres, said Parcel C6-B more specifically shown and described on a boundary survey (the "Plat") thereof entitled "A ALTA/ACSM LAND TITLE SURVEY OF PARCEL C6-B BUCKWALTER PARKWAY", said Plat dated January 14, 2003 as prepared by T-Square Group, Inc. and certified by Forrest Baughman SCRLS #4922, with said Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 91 at Page 147. For a more specific reference to Parcel C6-B by metes and bounds, reference is herewith made to the plat of record.



VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION

All that lot, piece or parcel of land lying and being situated at the Buckwalter tract, Town of Bluffton, Beaufort County, South Carolina and more particularly described as follows COMMENCING at an Iron Pipe being the northern property line of Parcel C6–A and the southern property line of Parcel C6–B Buckwalter Commons, Having S C Grid Coordinates of N 159969 1153, E 2026419 2149, BEING THE POINT AND PLACE OF COMMENCING AND THE POINT OF BEGINNING, thence running along a curve having a Radius of 1715 00', Length 85 07', Chord Bearing N26°14'45"E, 85 06' to a concrete monument, thence running N27°40'01"E, 407 76' to a concrete monument, thence running along a curve having a Radius of 1760 00', Length 696 62', Chord Bearing N16°19'40"E, 692 08' to an iron pipe, thence running S77°16'52"E, 71 88' to an iron pipe, thence running S11°28'41"E, 52 35' to a point, thence running S18°57'32"E, 41 51 to a point, thence running S32°25'17"E, 32 95' to a point, thence running S20°57'38"E, 31 90' to a point, thence running S29°32'06"E, 38 29' to a point, thence running S03°11'04"E, 39 78' to a point, thence running S17°34'31"W, 44 53' to a point, thence running, S14°46'45"E, 26 21' to a point, thence running S26°26'13"E, 30 39' to a point, thence running S44°35'37"E, 17 89' to a point, thence running S15°35'39"W, 38 31' to a point, thence running S70°20'51"W, 26 82' to a point, thence running S03°36'20"E, 38 67' to a point, thence running S32°47'57"E, 33 94' to a point, thence running S32°45'26"E, 36 23' to a point, thence running S15°10'57"E, 34 32' to a point, thence running S03°47'05"W, 41 21' to a point, thence running S05°19'42"W, 32 86' to a point, thence running S68°55'22"E, 33 31' to a point, thence running S62°39'07"E, 31 67' to a point, thence running S26°13'04"E, 37 92' to a point, thence running S12°06'35"W, 43 12' to a point, thence running S35°19'31"W, 40 02' to a point, thence running S10°08'37"W, 57 30' to a point, thence running S17°01'51"E, 19 61' to a point, thence running S56°44'37"E, 31 32' to a point, thence running S03°40'57"W, 40 93' to a point, thence running S27°10'15"W, 29 24' to a point, thence running S64°43'55"W, 39 88' to a point, thence running S35°58'59"W, 42 49' to a point, thence running S33°39'33"E, 38 14' to a point, thence running S42°01'19"E, 36 87' to a point, thence running S22°44'59"E, 43 51' to a point, thence running S33°06'42"W, 43 37' to a point, thence running S15°00'15"W, 49 41' to a point, thence running S46°10'20"W, 49 55' to a point, thence running S17°35'36"E, 40 40' to a point, thence running S25°17'55"W, 59 50' to a point, thence running S40°05'19"W, 62 38' to a point, thence running S39°02'30"W, 55 29' to a point, thence running S73°46'51"W, 37 40' to an iron pipe, thence running N35°21'44"W, 51 25' to an iron pipe, thence running N49°11'45"W, 149 15' to an iron pipe, thence running N69°58'22"W, 325 12' back to the POINT AND PLACE OF BEGINNING SAID TRACT CONTAINING 439,533 square feet or 10 090 ACRES

To SOUTH CAROLINA BANK AND TRUST, N A
LAWYERS TITLE INSURANCE CORPORATION

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA, ACSM and NSPS in 1999, and includes Items 1–16 of Table A thereof Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and effect on the date of this certification, undersigned further certifies that the survey measurements were made in accordance with the "Minimum Angle, Distance and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA\ACSM Land Title Surveys".

Signed _____ Forrest F Baughman, P L S. #4922

Date FEBRUARY 14, 2003

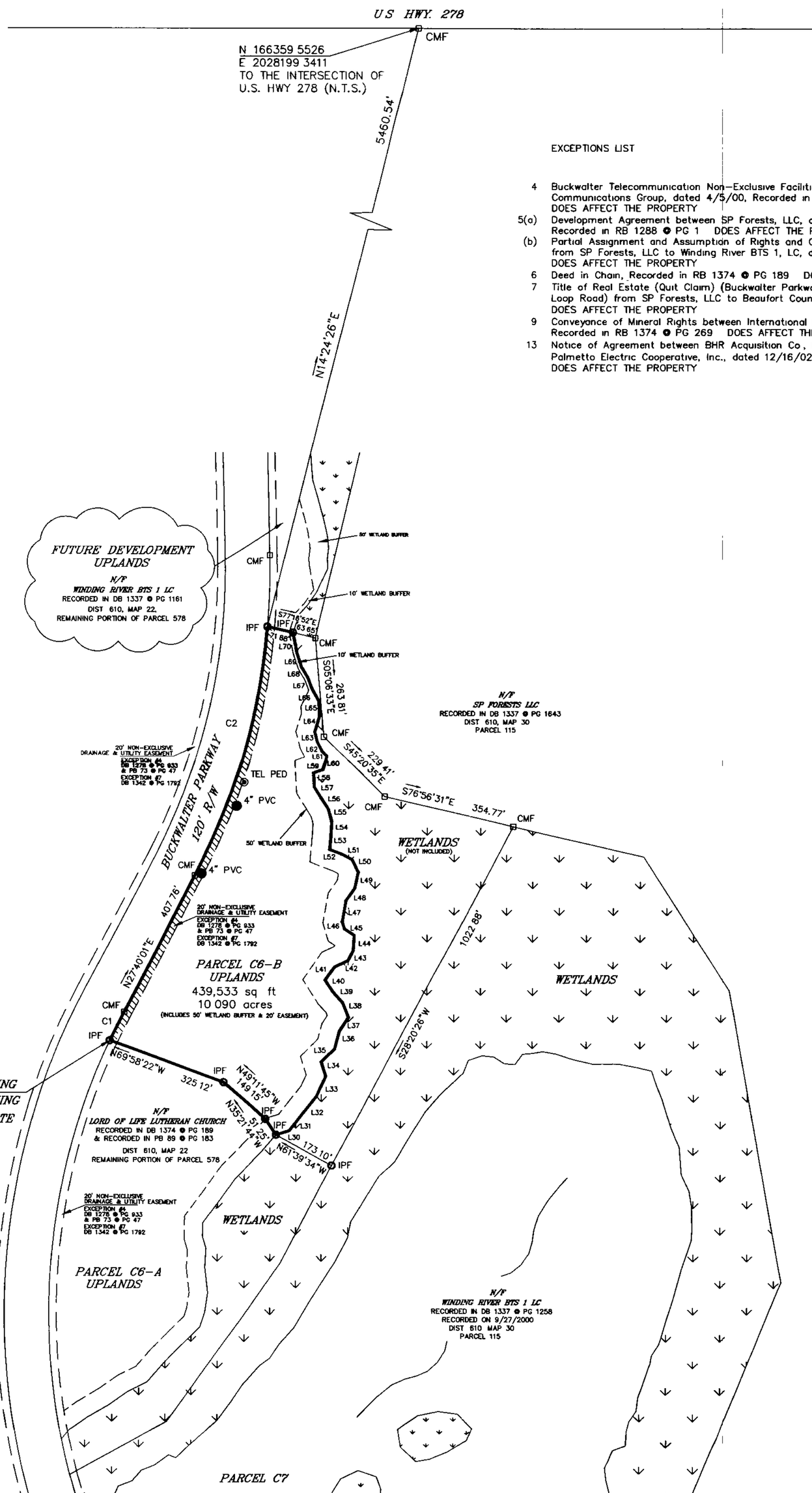
SC GRID

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	1715 00'	85 07'	85 06'	N26°14'45"E
C2	1760 00'	696.62'	692 08'	N16°19'40"E

LINE TABLE

LINE	LENGTH	BEARING
L30	37 40	S73°46'51"W
L31	55 29	S39°02'30"W
L32	62 38	S40°05'19"W
L33	59 50	S25°17'55"W
L34	40 40	S17°35'36"E
L35	49 55	S46°10'20"W
L36	49 41	S15°00'15"W
L37	43 37	S33°06'42"W
L38	43 51	S22°44'59"E
L39	36 87	S42°01'19"E
L40	38 14	S33°39'33"E
L41	42 49	S35°58'59"W
L42	39 88	S64°43'55"W
L43	29 24	S27°10'15"W
L44	40 93	S03°40'57"W
L45	31 32	S56°44'37"E
L46	19 61	S17°01'51"E
L47	57 30	S10°08'37"W
L48	40 02	S35°19'31"W
L49	43 12	S12°06'35"W
L50	37.92	S26°13'04"E
L51	31 67	S62°39'07"E
L52	33.31	S68°55'22"E
L53	32.86	S05°19'42"W
L54	41.21	S03°47'05"W
L55	34 32	S15°10'57"E
L56	36 23	S32°45'26"E
L57	33 94	S32°47'57"E
L58	38 67	S03°36'20"E
L59	26 82	S70°20'51"W
L60	38 31	S15°35'39"W
L61	17 89	S44°35'37"E
L62	30 39	S26°26'13"E
L63	26.21	S14°46'45"E
L64	44.53	S17°34'31"W
L65	39.78	S03°11'04"E
L66	38 29	S29°32'06"E
L67	31.90	S20°57'38"E
L68	32.95	S32°25'17"E
L69	41.51	S18°57'32"E
L70	52.35	S11°28'41"E



EXCEPTIONS LIST

4 Buckwalter Telecommunication Non–Exclusive Facilities Easement from SP Forests, LLC to Hargray Communications Group, dated 4/5/00, Recorded in RB 1278 ● PG 933 DOES AFFECT THE PROPERTY

5(a) Development Agreement between SP Forests, LLC, and Town of Bluffton, South Carolina, dated 4/19/00, Recorded in RB 1288 ● PG 1 DOES AFFECT THE PROPERTY

(b) Partial Assignment and Assumption of Rights and Obligations Under Development Agreement Tract #1–Cash from SP Forests, LLC to Winding River BTS 1, LC, dated 9/27/00, Recorded in RB 1374 ● PG 257 DOES AFFECT THE PROPERTY

6 Deed in Chain, Recorded in RB 1374 ● PG 189 DOES AFFECT THE PROPERTY

7 Title of Real Estate (Quit Claim) (Buckwalter Parkway Phase 1, 2 & 3 and Bluffton School Campus Loop Road) from SP Forests, LLC to Beaufort County dated 9/26/00, Recorded in RB 1342 ● PG 1792 DOES AFFECT THE PROPERTY

9 Conveyance of Mineral Rights between International Paper Company and SP Forests, LLC, dated 9/26/00 Recorded in RB 1374 ● PG 269 DOES AFFECT THE PROPERTY

13 Notice of Agreement between BHR Acquisition Co , LLC, Winding River BTS 1 LC, RRZ, LLC, and owners of Palmetto Electric Cooperative, Inc., dated 12/16/02, Recorded in RB 1699 ● PG 797 DOES AFFECT THE PROPERTY

TOWN OF BLUFFTON
APPROVED FOR RECORDING ONLY
Pamela S. McFarland, AICP
COMMUNITY DEVELOPMENT DIRECTOR

TOWN OF BLUFFTON
FEB 14 2003
COMMUNITY DEVELOPMENT DEPT.

SYMBOL LEGEND

- TELPED – TELEPHONE PEDESTAL
- 4" PVC – EXPOSED PVC PIPE
- CMF – CONCRETE MONUMENT FOUND
- IPF – IRON PIN FOUND

NOTE THERE IS NO EVIDENCE OF ANY STRUCTURES LOCATED ON THIS PROPERTY

SOUTH CAROLINA T–SQUARE GROUP, INC CERTIFICATE OF AUTHORIZATION No C00229

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

BEAUFORT COUNTY SC - ROD
BK 00091 PG 0147
FILE NUM 2003013890
02/19/2003 04 35:48 PM
REC'D BY B BING RCPT# 122473
RECORDING FEES 10.00

C:\Land Projects R2\2000dwg\DWG\PARCELC6-B-ALTA.dwg 02/14/03 10:12:09 AM EST

T–SQUARE GROUP, INC
PROFESSIONAL LAND SURVEYORS
P.O. Drawer 330
139 Burnt Church Road
Bluffton, S.C. 29910
Phone 843-757-2650 Fax 843-757-5758

JOB No PARCEL C6–B–ALTA

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION & BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN

ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE INDICATED

FORREST F. BAUGHMAN, PLS # 4922

STATE OF SOUTH CAROLINA REGISTERED LAND SURVEYOR No 4922 FORREST F BAUGHMAN

THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF

SOUTH CAROLINA BANK AND TRUST

A ALTA/ACSM LAND TITLE SURVEY OF PARCEL C6–B BUCKWALTER PARKWAY, THE NORTHERN 10.090 ACRES OF PARCEL C–1–A, PHASE 1, THE R R Z LLC TRACT, RECORDED ON 9/22/00, IN PB 76 @ PG 12, TOWN OF BLUFFTON, BEAUFORT COUNTY, SOUTH CAROLINA

DIST. 610, MAP 22, A PORTION OF PARCEL 578

NOTE: ACCORDING TO F.E.M.A. MAP NO. 450025 PANEL NO. 0085, SUFFIX "D", MAP REVISION SEPTEMBER 29, 1986, THIS TRACT FALLS OUTSIDE THE 100 YEAR FLOOD HAZARD AREA IN FLOOD ZONE "C".

SPECIAL NOTE: THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, PROTECTIVE COVENANTS AND OTHER FACTS THAT MAY BE REVEALED BY A COMPLETE TITLE SEARCH.

REFERENCE PLAT

A PLAT BY ME DATED 1/9/2003, PREPARED FOR BUCKWALTER COMMERCIAL INC.
A CONCEPTUAL MASTER PLAN DATED 5/6/2002, PREPARED BY WOOD & PARTNERS, INC

DATE JANUARY 14, 2003

ORDINANCE 2024/36

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY FOR DEVELOPMENT OF WORKFORCE AND AFFORDABLE HOUSING AND MEDICAL FACILITIES; AND OTHER MATTERS RELATED THERETO

WHEREAS, Beaufort County ("County") recognizes that workforce and affordable housing is a serious public health and safety concern throughout the County, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

WHEREAS, Beaufort Memorial Hospital ("BMH") has a goal to provide workforce and affordable housing for both healthcare employees and the public, and provide additional medical services throughout the County; and the Town of Bluffton ("Town") has expressed a desire to support the goal of establishing affordable and workforce housing in the Town; and

WHEREAS, the County has identified two parcels of real property, owned by the County, located in southern Beaufort County in the Town, the parcels collectively consist of approximately 10.1 acres with TMS No. R610 030 000 0712 0000, and with addresses of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the "Property". The Property is conveniently located near grocery options, retail shopping, medical services, and multiple employment options, as well as public transit, which will further promote the County's goal of providing citizens with much needed workforce and affordable housing and improved access to healthcare; and

WHEREAS, the County desires to support BMH and the Town's goals by conveying the Property to BMH for One and 00/100 ($1.00) Dollars for the purpose of developing workforce and affordable housing, and developing medical facilities to increase access to healthcare and medical in the area; and

WHEREAS, the County will 1) ensure the conveyance of the Property is contingent on the Town approving the issuing of the necessary approvals and the residential dwelling units for the development of workforce and affordable housing on the Property; 2) place contractual obligations on BMH to ensure that the residential housing constructed on the Property is dedicated to workforce and affordable housing; 3) place contractual obligations on BMH to ensure that a maximum of 6,000 sq ft of medical facilities will be constructed on the Property and the maximum number of residential housing units will be constructed on the remaining Property; 4) place contractual obligations on BMH to ensure that development of the Property commences within three (3) years of the conveyance of the property; and 5) ensure the conveying deed for the Property shall include terms restricting the use of the Property to the purposes stated herein otherwise the Property, including all infrastructure thereon, shall revert back to the County; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to convey the Property to BMH to develop workforce and affordable housing as well as improved access to healthcare.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizes the County Administrator to execute the necessary documents to convey the real property located at 333 & 335 Buckwalter Parkway for development of workforce and affordable housing and medical facilities pursuant to the terms and conditions described above.

DONE this 23rd day of September 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

First Reading: August 26, 2024 / 11:0
Second Reading: September 9, 2024 / 11:0
Public Hearing: September 9, 2024
Third and Final Reading: September 23, 2024 / 11:0

ORDINANCE 2025/08

AN ORDINANCE TO AMEND ORDINANCE 2024/36 AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY FOR DEVELOPMENT OF WORKFORCE AND AFFORDABLE HOUSING AND MEDICAL FACILITIES; AND OTHER MATTERS RELATED THERETO

WHEREAS, Beaufort County ("County") recognizes that workforce and affordable housing is a serious public health and safety concern throughout the County, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

WHEREAS, Beaufort Memorial Hospital ("BMH") has a goal to provide workforce and affordable housing for both healthcare employees and the public, and provide additional medical services throughout the County; and the Town of Bluffton ("Town") has expressed a desire to support the goal of establishing affordable and workforce housing in the Town; and

WHEREAS, the County has identified two parcels of real property, owned by the County, located in southern Beaufort County in the Town, the parcels collectively consist of approximately 10.1 acres with TMS No. R610 030 000 0712 0000, and with addresses of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the "Property". The Property is conveniently located near grocery options, retail shopping, medical services, and multiple employment options, as well as public transit, which will further promote the County's goal of providing citizens with much needed workforce and affordable housing and improved access to healthcare; and

WHEREAS, the County desires to support BMH and the Town's goals by conveying the Property to BMH for One and 00/100 ($1.00) Dollars for the purpose of developing workforce and affordable housing, and developing medical facilities to increase access to healthcare and medical in the area; and

WHEREAS, the County will 1) ensure the conveyance of the Property is contingent on the Town approving the issuing of the necessary approvals and the residential dwelling units for the development of workforce and affordable housing on the Property; 2) place contractual obligations on BMH to ensure that the residential housing constructed on the Property is dedicated to workforce and affordable housing; 3) place contractual obligations on BMH to ensure that a maximum of 6,000 sq ft of medical facilities will be constructed on the Property and the maximum number of residential housing units will be constructed on the remaining Property; 4) place contractual obligations on BMH to ensure that development of the Property commences within three (3) years of the conveyance of the property; ~~and 5) ensure the conveying deed for the Property shall include terms restricting the use of the Property to the purposes stated herein otherwise the Property, including all infrastructure thereon, shall revert back to the County~~; 5) ensure the conveying deed for the Property shall include terms restricting the use of the Property to the above-described Workforce housing and medical facilities for a period of thirty (30) years; and 6) ensure that if, at any time during the thirty-year period the Property ceases to be used for the above-described Workforce housing and medical facilities, the County shall have the options of (a) purchasing the Property from the Property's owner for an amount equal to the fair market value of the improvements to the Property or (b) rescinding the covenants and restrictions affecting the Property in exchange for an amount equal to the fair market value of the Property at that time less the fair market value of the improvements thereon; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to convey the Property to BMH to develop workforce and affordable housing as well as improved access to healthcare.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizes the County Administrator to execute the necessary documents to convey the real property located at 333 & 335 Buckwalter Parkway for development of workforce and affordable housing and medical facilities pursuant to the terms and conditions described above.

DONE this 10th day of March 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: Alice G. Howard
Alice Howard, Chairman

ATTEST:

Sarah W. Brock
Sarah W. Brock, Clerk to Council

First Reading: January 27, 2025 / 10:0
Second Reading: February 10, 2025 / 9:0
Public Hearing: March 10, 2025
Third Reading: March 10, 2025 / 11:0

11/15 PB Howell Gibson

Attachment 10

BEAUFORT COU
BK 4423 Pgs 1991-2001
2025017744 RED
04/17/2025 04:43:23 PM
REC'D BY pbaxley RCPT# 1202614
RECORDING FEES $15.00

ADD DMP Record 5/7/2025 03:24:53 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R610	030	000	0712	0000	00

(Please do not write above this line – Reserved for Register of Deeds Office)

Prepared by: Howell Gibson and Hughes PA
Post Office Box 40
Beaufort, SC 29901-0040

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

LIMITED WARRANTY DEED

WHEREAS, Beaufort County, a political subdivision of the State of South Carolina ("**Grantor**") recognizes that the unavailability of affordable housing is a serious public health and safety concern throughout the County, which places stress on families and communities at large from the lack of diversity in neighborhoods, the separation of the workforce from workplaces, the imbalance in educational opportunities and community amenities, the adverse impacts on child development, and the higher incidence of violent crime; and

WHEREAS, Beaufort Memorial Hospital ("**Grantee**") has a goal to provide workforce and affordable housing for both healthcare employees and the public, and to provide additional medical services throughout the County; and

WHEREAS, the Town of Bluffton (the "**Town**") has expressed a desire to support the goal of establishing affordable housing in the Town as documented by a resolution of Bluffton Town Council dated January 14th, 2025 and attached hereto as **EXHIBIT "A"** and incorporated herein by this reference; and

WHEREAS, Grantor has identified two parcels of real property, owned by Grantor, located in the Town, said parcels collectively consisting of approximately 10.1 acres bearing TMS No. R610 030 000 0712 0000, and with addresses of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the "**Property**" and more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference. The Property is conveniently located near grocery options, retail shopping, medical services, and multiple employment opportunities, and public transportation, which will further promote Grantor's goal of providing citizens with much needed affordable housing and improved access to healthcare; and

WHEREAS, Grantor desires to support Grantee's and the Town's goals by conveying the Property to Grantee for One and 00/100 ($1.00) Dollar for the purpose of developing affordable housing and medical facilities to increase access to healthcare and affordable housing in Beaufort County; and

Reviewed by Beaufort County
Legal Department

WHEREAS, Grantor desires to: (i) ensure that the conveyance of the Property is contingent on the Town approving and issuing of the necessary approvals and the residential dwelling units for the development of affordable housing and a maximum 6,000 SF medical facility on the Property; (ii) ensure that the residential housing constructed on the Property is dedicated to affordable housing through the use of restrictive land use convents more particularly described in **EXHIBIT "C"** attached hereto and incorporated herein by this reference; (iii) ensure that development of the Property commences (being at a minimum evidenced by the submission of a land development plan application) within three (3) years of the conveyance of the Property by this instrument; (iv) ensure the use of the Property shall be restricted affordable multifamily residential housing and 6,000 SF of medical facilities for a period of thirty (30) years from the date of this instrument; and 6) ensure that if at any time during the thirty (30) year period the Property ceases to be used for the above-described affordable housing and medical facilities, the Grantor shall have the option to (a) repurchase the Property for an amount equal to the fair market value of the improvements to the Property or (b) terminating the covenants and restrictions burdening the Property as described in **Exhibit "C"** in exchange for an amount equal to the fair market value of the Property at that time less the fair market value of the improvements thereon.

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to convey the Property to Grantee pursuant to the terms and conditions described herein.

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that Grantor, **BEAUFORT COUNTY**, a political subdivision of the State of South Carolina, with and address of P.O. Box 1228, Beaufort, SC 29901, for and in consideration of the sum of One and No/100 Dollars ($1.00), the receipt and sufficiency of which is hereby acknowledged, paid to it in hand and before the sealing of these presents by Grantee, **BEAUFORT MEMORIAL HOSPITAL**, with an address of 955 Ribaut Road, Beaufort, SC 29902, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to any exception reservation and condition of record and as set forth in **Exhibit "C"** hereto, does hereby remise, release unto the said Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the real estate (the "**Premises**") described as follows:

SEE EXHIBIT "B" ATTACHED

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns forever, the Premises and the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, if any.

And the said Grantor does hereby bind itself, and its successors and assigns to warrant and forever defend all and singular the said premises unto the said Beaufort Memorial Hospital, hereinabove provided against it and its successors and assigns, and any person, persons or entities whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be executed under seal this _____ day of April, 2025.

WITNESSES:

Print Name:

Print Name:

GRANTOR:

Michael R. Moore
Beaufort County Administrator

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGEMENT**
COUNTY OF BEAUFORT)

I, a Notary Public for South Carolina, do hereby certify that Michael R. Moore, duly authorized representative and Administrator of Beaufort County, South Carolina, and as directed by Beaufort County Council by Ordinance 2025/08, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. I further certify that the witnesses hereto are not parties to nor beneficiaries of this transaction.

Witness my hand and official seal this the 17th day of April, 2025.

Notary Public for South Carolina
My Commission Expires: 03/08/2029

60750287 v2

EXHIBIT A

TOWN OF BLUFFTON TOWN COUNCIL RESOLUTION

Book4423/Page1994 CFN#2025017744

ATTACHMENT 1

RESOLUTION

TOWN OF BLUFFTON, SOUTH CAROLINA

A RESOLUTION OF SUPPORT FOR BEAUFORT MEMORIAL HOSPITAL'S ("BMH") 120 RESIDENTIAL DWELLING UNIT AFFORDABLE HOUSING AND MEDICAL FACILITY PROJECT AT 335 BUCKWALTER PARKWAY AND ACQUISITION OF NECESSARY RESIDENTIAL DEVELOPMENT RIGHTS

WHEREAS, the Town of Bluffton ("Town") recognizes the need for additional affordable housing within the Bluffton area; and

WHEREAS, throughout Beaufort County and, in particular, southern Beaufort County, a shortage of affordable housing remains a pressing issue for local businesses, residents, and governmental organizations. Both the Town and BMH suffer due to the difficulties caused by a lack of reasonable housing options in attracting and retaining well-trained and highly qualified employees; and

WHEREAS, the Town of Bluffton Comprehensive Plan ("Blueprint Bluffton") adopted by Town Council on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Section H1.4 Foster relationships with non-profit groups and developers to assist in the development, construction, and/ or purchase of affordable housing units; and Section H2.4 Incentivize private sector partners to develop diverse housing options within existing development agreements; and

WHEREAS, Beaufort County purchased certain property located at 335 Buckwalter Parkway consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 ("Property"), which is within the Buckwalter Development Agreement and Concept Plan, for the purpose of affordable housing; and

WHEREAS, in addition to the Property, the County received an Assignment of Development Rights and Obligations Under Development Agreement for 10.09 acres of general commercial development rights; and

WHEREAS, Beaufort County and Beaufort Memorial Hospital ("BMH") are currently in the process of finalizing an agreement for BMH's acquisition of the property for the construction of a 120 RDU multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities ("Project"); and

WHEREAS, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire 120 residential development rights; and

WHEREAS, BMH has submitted a request to the Town to acquire 60 RDUs owned by the Town which are associated with Buckwalter from the Development Rights Bank via approval of a Transfer of Development Rights Ordinance and conveyance of the 60 RDUs via a purchase and sale agreement approved by Ordinance; and

Book4423/Page1995 CFN#2025017744

WHEREAS, BMH also intends to request a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing via an amendment to the Buckwalter Development Agreement and Concept Plan to add the 60 RDUs to the total RDUs allowed within Buckwalter as well as incorporate additional terms as deemed necessary; and

WHEREAS, the Buckwalter Development Agreement allows density bonuses pursuant to Section XIII.3 of the Buckwalter Development Agreement as an incentive for affordable housing as follows: *"Affordable Housing. Owner and the Town recognize the increasing need for affordable housing in the Bluffton area. Owner will encourage and use best efforts to promote affordable housing within Buckwalter Tract and in consideration therefore, the Town will define affordable housing and develop reasonable incentives to encourage the development of affordable housing within Bluffton. Reasonable incentives may include but not be limited to the elimination of Development Fees on affordable housing, and density increases within any given tract to allow developers to offset any negative economic impacts as a result of the development of affordable homes. Owner will consult with Town regarding incentives to encourage and promote affordable housing which would include but not be limited to price discounts, and land and density adjustments."*

WHEREAS, as the Buckwalter Development Agreement does not provide guidance on the approval of density bonuses, the Unified Development Ordinance, Section 6.5.4.C identifies the incentive ranges for a qualified project which allows a 100% density bonus to projects providing 100% affordable housing, amounting to 60 RDUs for the Project, as follows:

Table 6.5.4: Density Bonus Incentive

Percentage of Workforce/Affordable Housing Units	Density Bonus
Minimum 25%	25%
26-50%	50%
51-75%	75%
76+%	100%

; and

WHEREAS, the Town of Bluffton Town Council desires to support the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA AS FOLLOWS:

Town Council will support the Project and Beaufort Memorial Hospital's acquisition of 120 RDUs subject to the following conditions:

1. The 60 RDUs (60 RDUs plus 60 density bonus RDUs for a total of 120 RDUs) will be held in the Town of Bluffton's Development Rights Bank until such time as their release and assignment from the Town to BMH as necessary to construct affordable housing up to 80% of the current Area Median Income ("AMI").
2. The release of RDUs will occur at time of Building Permit Application for each Multi-Family Structure in the Amount equal to the number of units in said Structure. The RDUs will be transferred by Assignment of Rights and Obligations Under Development Agreement which shall be recorded with the Beaufort County Register of Deeds.

3. Affordable Housing Covenants shall be drafted and upon review and approval by the Town, will be recorded with the Beaufort County Register of Deeds and any future revisions will require approval by the Town Manager.
4. Use of the 120 RDUs, once assigned to BMH, shall be limited to the 10.09 acre property located at 335 Buckwalter Parkway and may not be transferred or utilized anywhere else within Buckwalter or the Town.
5. BMH shall transfer to the Town via an Assignment of Rights and Obligations Under Development Agreement recorded with the Beaufort County Register of Deeds, the residual general commercial development rights after it is determined how many of their 10.09 acre holdings are necessary for the medical facilities on the Property

DONE AND ACCEPTED the 14th day of January, 2025.

A public meeting was held on this Resolution on the 14th day of January, 2025.

Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

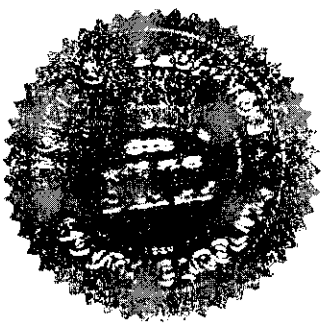


EXHIBIT B

PROPERTY DESCRIPTION

ALL that certain piece, parcel and tract of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, said parcel generally known and described as Parcel C6-B, the said parcel containing a total of 10.09 acres, said Parcel C6-B more specifically shown and described on a boundary survey (the "Plat") thereof entitled "A ALTA/ACSM LAND TITLE SURVEY OF PARCEL C6-B BUCKWALTER PARKWAY", said Plat dated January 14, 2003, as prepared by T-Square Group, Inc., and certified by Forrest Baughman SCRLS #4922, with said Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 91 at Page 147. For a more specific reference to Parcel C6-B by metes and bounds, reference is herewith made to the plat of record.

TMS No. R610 030 000 0712 0000

SAID PROPERTY is conveyed subject to all applicable covenants, conditions, restrictions, development agreements, planned unit development terms, easements, or other instruments and documents filed of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

SAID PROPERTY is further conveyed subject to the conditions as set forth in Exhibit "C" to this instrument.

This being the same property conveyed to Grantor herein by Deed from St. Andrew By-The-Sea United Methodist Church, Inc. dated May 8, 2024, and recorded on May 16, 2024 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 4334 at Page 3382.

This deed was prepared by the Law Firm of Howell, Gibson & Hughes, P.A., with an address of P.O. Box 40, Beaufort, SC 29901 without a current survey or title certifications.

Once recorded, please return to: Howell, Gibson & Hughes, P.A. with an address of P.O. Box 40, Beaufort, SC 29901.

EXHIBIT C

COVENANTS, CONDITIONS AND RESTRICTIONS

The Property described in **Exhibit "A"** shall be owned, conveyed and used subject to all of the covenants, conditions and restrictions described in this Exhibit "C" and the recitals to this instrument which are incorporated herein by this reference al of which shall run with the title to the Property. These covenants, conditions and restrictions shall be binding upon all Persons having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns:

1. That a portion of the Property may be used for the construction of medical facilities up to a maximum of six thousand square feet (6,000 SF);

2. That the Property shall be used for the construction of the maximum amount of affordable multifamily residential housing that may be permitted on the Property;

3. That development of the Property commences (being at a minimum evidenced by the submission of a land development plan application) within three (3) years from the date of this instrument;

4. That the restriction that the Property shall be utilized solely for medical facilities up to a maximum of six thousand square feet (6,000 SF) and affordable multifamily residential housing for a period of at least thirty (30) years from the date of this instrument; and

5. That if, at any time during the thirty (30) year period the subject property ceases to be used for the above-described medical facilities up to a maximum of six thousand square feet (6,000 SF) and affordable multifamily residential housing, the Grantor shall have the option to: (a) purchasing the Property from the Property's owner for an amount equal to the fair market value of the improvements to the Property or (b) terminating these covenants, conditions and restrictions for an amount equal to the fair market value of the Property at that time less the fair market value of the improvements thereon.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is known as:

3. Check one of the following: The deed is

(a)_____subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b)_____subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c)_**X**____exempt from the deed recording fee because (see Information section of affidavit): 12-24-40 (sub-sections 1 & 2). (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a)_____The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.

(b)_____The fee is computed on the fair market value of the realty which is_____

(c)_____The fee is computed on the fair market value of the realty as established for property tax purposes which is_____.

5. Check Yes___ or No___ to the following: A lien or encumbrance existed on The land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes,"

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: _____

(b) Place the amount listed in item 5 above here:_____
(If no amount is listed, place zero here.)

(c) Subtract Line 6 (b) from Line 6(a) and place result here:_____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:_____

8. As required by **Code Section 12-24-70**, I state that I am a responsible Person who was connected with the transaction as: attorney for Beaufort County.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

T. Bendle
Thomas A. Bendle, Jr.
Attorney for Beaufort County

SWORN to before me this 10th
Day of April, 2025
Bernadene A Hales
Notary Public for South Carolina
My Commission Expires: 03/08/2029

Article 6
Sustainable Development Incentives

6

6.1 Introduction and the Growth Framework Map

6.1.1 Intent

The Town strives to provide a sustainable, environmentally conscious, and business friendly community. In this regard, the intent of this Article is to provide applicants options and incentives to integrate sustainable growth principles for neighborhood development and building construction, as well as promote workforce/affordable housing goals.

A portion of this Section is facilitated through the use of a *Growth Framework Map* which sets forth a land use vision that assumes that growth should be sustainable as stated in the Town of Bluffton *Comprehensive Plan*. The *Growth Framework Map* is structured to suggest patterns of growth into "place types" that are intended to result in a growth pattern that respects the Town's natural resources, historic fabric, diverse housing, access to nature, mixed-use activity centers, street network and neighborhood structure. Place types are made up of centers and edges with varying degrees of residential and non-residential intensity. Centers consist of locations where a range of uses and density establishes context and character. Edges are either natural (such as a wetland, lake, or coastal marsh) or man-made such as a highway, parkway, or utility easements.

The Town of Bluffton recognizes that a growth framework is necessary to prepare for a more compact and sustainable future. The Town further recognizes that certain areas are best suited for a more intense land development scenario while other areas are more suited for a lower intensity of land use. To effectively and efficiently provide public services, attract desired investment, protect property values, and protect key natural resources, this growth framework is vital as the Town of Bluffton increases in population.

6.1.2 Applicability

This Article shall apply to all development or redevelopment located within a Place Type as designated on the *Growth Framework Map*, as adopted herein, and/or located within an already existing neighborhood as defined in the Town's *Comprehensive Plan*. Each application shall be judged on its own merit and the request for approval of Sustainable Development Incentives defined herein, shall be made at the time the applicable application is submitted.

The *Growth Framework Map* shall serve as a guiding document to facilitate preferred growth scenarios and is composed of the following Place Types:

A. **Rural Crossroads:** Located at the intersection of two or more rural roads, the Rural Crossroads provide a small amount of locally serving retail in a rural context. Generally, rural crossroads should have a distinct boundary from nearby agricultural uses or the natural environment;

B. **Hamlet:** Located in less urbanized areas, Hamlets typically exist at the edge of rural and developed areas. A Hamlet is made up on a single center with a small retail area and is surrounded by sparsely developed residential areas and rural businesses. The retail area and surrounding residential area of the hamlet transitions into agricultural areas or natural settings;

C. **Village:** Located in highly developed areas or those areas to be developed, a Village consists of a single center surrounded by compact, complete and connected neighborhoods providing support for a mixed-use area with moderate intensity. The mixed-use development occurs at the intersection of larger neighborhoods and along corridor connecting multiple neighborhoods; and

D. **Town Center:** Located in the most intensely developed areas or those areas to be intensely developed, Town Centers consist of compact, complete, and highly connected neighborhoods that support a larger, most intense mixed-use development condition. Buildings within the Town Center are usually larger, attached, and may be up to five stories in height.

6.1.3 Approval Authority

Sustainable Development Incentives, as described herein, shall be determined and approved by Town Council, unless approval authority is delegated to Town Manager through Town Council Resolution.

6.1.4 Calculation of Fee(s), Refund(s), Waiver(s)

Sustainable Development Incentives shall be calculated as described in this Article using the Master Fee Schedule and/or applicable Development Agreement in effect at the time the application requesting Sustainable Development Incentives is determined complete by the UDO Administrator. Refund(s), as described in this Article, refer to fees paid by the applicant for the application requested prior to approval of incentives. Waiver(s), as described in this Article, refer to future fees applicable to the application that the approval authority has determined are no longer due as part of the overall approved incentives.

6.2 Design Parameters

The following land use scenarios and development characteristics shall apply to development and/or redevelopment within the place type designations as illustrated on the *Growth Framework Map*. Further, as applicable per the below Table, *Article 4, Zoning Districts* shall serve as a baseline for implementation.

Table 6.2: Design Parameters

	Rural Crossroads	Hamlet	Village	Town Center
Activity Mix	Retail, Service, Agricultural, Community/Civic Use	Retail, Service, Residential, Agricultural, Community/Civic Use	Retail, Service, Residential, Community/Civic Use	Retail, Service, Residential, Community/Civic Use
Mix of Uses	Horizontal Mixed Use	Horizontal Mixed Use	Horizontal and Vertical Mixed Use	Horizontal and Vertical Mixed Use
Character of Buildings	Detached Residential, Agricultural Buildings, Other Detached Buildings	Detached Residential, Agricultural Buildings, Other Detached Buildings	Attached and Detached Residential Buildings, Attached and Detached Non-Residential Buildings	Mostly Attached Buildings
Place Type Scale	Size: 0.5-5 acres	Size: 6-80 acres	Size: 160+ acres	Size: 200+ acres
Zoning District Allocation	0-10% AG 20-50% RG 30-80% RMU	0-20% RMU 20-50% RG 30-70% NC	10-30% RG, NG-HD 20-60% NC, NCE-HD 10-30% GM	5-10% RG, NG-HD 30-70% NC, NCE-HD 30-70% GM

6.3 Sustainable Neighborhood Design

6.3.1 Intent

The intent of this Section is to incentivize sustainable neighborhood design and development through the implementation of Smart Growth Principles within in the Town of Bluffton.

6.3.2 Applicability

This Section shall apply to applicable applications for development and/or redevelopment within the Place Types identified on the *Growth Framework Map*. The application shall meet the criteria identified herein.

6.3.3 Standards

In order to meet the minimum threshold for qualification for incentives as described in *Section 6.3.4*, a development and/or redevelopment project must score a minimum of 15 out of a total of 20 points from the following criteria:

A. **Redevelopment Site (Total 3 Points)**

1. Redevelopment Site: Reuse of previously developed site results in a reduction of more than 15% of impervious surface coverage (1 points).
2. Historic Buildings: Preservation, renovation and / or adaptive reuse of a Contributing Structure (1 point)
3. Infill Development: Small infill development that meets all of the following requirements (1 point):
   a. Project is located within an area of Bluffton with existing infrastructure and utilities;
   b. Project is not part of five or more contiguous vacant lots in a subdivision;
   c. Project's residential density is in accordance with the base zoning specifications, and is at a gross density not less than four units per gross acre; and
   d. Project does not exceed two thousand five hundred (2,750) square feet in any residential unit, excluding space allocated to porches, carports, garages, and other accessory structures.

B. **Compact, Complete, and Connected Development (Total 3 Points)**

1. Diversity of Uses Planned within an Integrated Access System: Diversification of land use that meets all of the following requirements (1 point):
   a. Diversity of non-residential land use types (retail, office, institutional, civic) in addition to residential; and
   b. Diversity of residential building types.
2. Pedestrian System: A connected pedestrian system that meets all of the following requirements (1 point):
   a. Dedicated off-street paths / trail system and/or bikeways are provided in addition to required sidewalks to abutting neighborhoods; and
   b. Provision of pedestrian amenities such as street trees, wider sidewalks, pedestrian-scale lighting, special paving, benches, etc.

3. Lowcountry Architecture Vernacular: All proposed structures meet the Old Town architectural requirements of *Article 5, Design Standards* (1 point).

C. **Environmental Sustainability (Total 6 Points)**

1. Dedicated Stream Restoration or Wetland Creation or Restoration: Restoration or creation of a dedicated stream or wetland (1 point).
2. Native Plants: Utilize at least 80% of native plants (1 point).
3. Tree Mitigation: Provide tree replanting plan that provides 120% of minimum required plantings. If property cannot sustainably support the tree planting a fee in lieu shall be paid into the Town of Bluffton Tree Bank as prescribed in *Article 5, Design Standards* (1 point).
4. Save Trees above 20 inches Minimum Caliper: Protect 50% of all hardwood trees 20 inches minimum caliper DBH (1 point).
5. Exceed Minimum Riparian Buffer Requirements: Provide an additional 25 feet of dedicated buffer in excess of minimum requirements provided in *Article 5, Design Standards*. (1 point).
6. Exceed Minimum Wetland Buffer Requirements: Provide an additional 25 feet of dedicated wetland buffer in excess of minimum standards as defined by the South Carolina Department of Health and Environmental Control – Office of Critical Resource Management (1 point).

D. **Water Conservation / Efficiency / Management (Total 3 Points)**

1. Installation of Greywater System: Provide a greywater system (1 point).
2. Rainwater Harvesting System: Provide a rainwater harvesting system that meet all of the following requirements (1 point):
   a. Collect and make use of water runoff from minimum 50% of roof area; and
   b. Provide storage system and monitoring device and maintenance / management program.
3. Water-Permeable Walkways: Provide water-permeable walkways that meet all of the following requirements (1 point):
   a. Use water-permeable materials in 50% or more of pathways; and
   b. Provide maintenance program.

E. **Energy Efficiency (Total 3 Points)**

1. Light Pollution Reduction: install sensors or timers on all exterior site lighting fixtures including signage (1 point).
2. Solar Orientation: Orient at least 50% of structures in a manner to make available solar strategies (1 point)
3. Reduce Heat-Island Effect of Paving: Use light-colored or high albedo materials and/or porous paving with a minimum Solar Reflective Index of 0.6 or over for at least 50% of the site hardscape (1 point).

F. **Operations and Maintenance Education (Total 2 Points)**

1. Home Owner Association (HOA) Documents: Require sustainability of green site features and long-term maintenance requirements in HOA documents as recorded with the Office of the Register of Deeds of Beaufort County. (1 point).

2. Maintenance Manual for Owner / HOA / Manager: Provide a manual that includes information on how to maintain the green features of the site, including paving materials, landscaping maintenance, stormwater management maintenance, and encourages additional green activities such as recycling, gardening, etc. This Manual shall be recorded with the Office of the Register of Deeds of Beaufort County. (1 point)

6.3.4 Incentives

A. Upon Town of Bluffton approval, any new development and/or redevelopment application is eligible for the incentives described herein. Incentives may be provided for the following application and/or development agreement fee types:

1. Master Plan Application;
2. Development Plan Application;
3. Subdivision Plan Application;
4. Development Agreement Application; and
5. Development Agreement Fees:
   a. Interim Development Agreement Fee; and/or
   b. Boat Ramp Repair Fund Fee.

B. As applicable, the Town of Bluffton may issue an application and/or development agreement fee reduction for the application types identified in *Section 6.3.4.A*, based upon the following schedule:

1. 15-19 points: Town of Bluffton shall provide a 25% fee reduction; or
2. 20 points: Town of Bluffton may provide a 50% fee reduction.

6.4 Sustainable Building Design

6.4.1 Intent

The intent of this Section is to incentivize sustainable building design and construction through the implementation of Smart Growth principles within the Town of Bluffton.

6.4.2 Applicability

This Section shall apply to applicable applications for building construction that is located within a place type or existing neighborhood as designated on the *Growth Framework Map* or specified in the Town's *Comprehensive Plan*. The application shall meet the criteria identified herein.

6.4.3 Standards

The most recent standards of the United States Green Building Council Leadership in Energy and Environmental Design (LEED) program LEED program or other similar national or state program as approved by the UDO Administrator for buildings shall serve as the standards of this Section.

6.4.4 Incentives

Upon Town of Bluffton approval, any habitable building demonstrating LEED or similarly approved certification may be eligible for a Building Permit/Plan Check rebate based upon the following schedule, except that any third party plan check review fees shall be exempt from this Section:

A. LEED Certified or similar rating: Town of Bluffton shall provide a 20% fee rebate;

B. LEED Silver Certified or similar rating: Town of Bluffton may provide a 30% fee rebate;

C. LEED Gold Certified or similar rating: Town of Bluffton may provide a 40% fee rebate; or

D. LEED Platinum Certified or similar rating: Town of Bluffton may provide a 50% fee rebate.

6.5 Workforce/Affordable Housing

6.5.1 Intent

The intent of this Section is to implement the Town's Workforce/Affordable Housing Goals as identified in the *Comprehensive Plan* by providing incentives that will result in the provision of housing that is affordable to low and moderate-income families.

6.5.2 Applicability

This Section shall apply to applicable applications for the development of workforce/ affordable housing units that are located within a place type and/or existing neighborhood as designated on the *Growth Framework Map* specified in the Town's *Comprehensive Plan*, or having an approved Neighborhood Plan. The application shall meet the criteria identified herein.

6.5.3 Standards

A. **General Standards.**

1. The development must contain residential uses, of which at least 20% of the total number of dwelling units shall qualify as workforce/affordable housing pursuant to this Section. A mixture of housing types as well as uses is encouraged to be integrated throughout the development.
2. If market rate units are included in the project, workforce/affordable housing units shall be mixed with and not clustered together or segregated in any way from the market-rate units.
3. If the Development Plan contains a phasing plan, the phasing plan shall provide for the development of a proportion of the workforce/affordable housing units equal to the market rate units being developed as part of the phase. No phasing plan shall provide that the affordable housing units built are the last units in the project.
4. The exterior appearance of the affordable housing units in the project shall be made similar to the market-rate units by the provision of exterior building materials and finishes substantially the same in type and quality.

B. **Specific Standards.**

1. Prior to the submittal of the applicable application for incentive described in *Section 6.5.4*, a workforce/affordable housing plan must be submitted to the Town of Bluffton for approval. The plan shall contain, at a minimum, the following information:
   a. A general description of the entire development, including whether the development will contain owner-occupied or rental units, or both;
   b. The total number and type of market-rate units and workforce/affordable housing units in the development;

c. The number of bedrooms in each market-rate unit and each workforce/affordable unit;

d. The square footage of each market-rate unit and each workforce/affordable housing unit;

e. The location within any multi-family residential structure and any single-family residential development of each workforce/affordable housing unit;

f. The proposed ownership of workforce/affordable housing units shall be described in detail; and

g. Any commitment by local, state, or federal entity shall be identified.

2. The provisions of this Ordinance shall apply to the development and use of the property.

3. All workforce/affordable housing units shall be marketed to the public in the same manner as the market-rate units.

4. Owner-occupied workforce/affordable housing shall meet the following criteria:

a. **Eligibility.** Sale of owner-occupied workforce/affordable housing units is limited to individuals and families earning no more than 100% of the gross Area Median Income (AMI) for Beaufort County, as published annually by the U.S. Department of Housing and Urban Development and adjusted for household size. The workforce/affordable housing unit shall serve as the owner's primary residence for the duration of ownership or until the deed restrictions required by this Section have expired.

b. **Eligibility determination process.** Prospective buyers of new workforce/affordable housing units shall be screened and determined eligible by an individual or agency approved by the Town of Bluffton to make such eligibility determinations prior to closing. Prior to closing on a new workforce/affordable housing unit, the approved individual or agency determining eligibility shall submit an affidavit to the Town of Bluffton that sets forth the sale price and verifies the unit will be occupied by persons qualified pursuant to the requirements of this Section, in addition to any other information deemed appropriate and necessary by the UDO Administrator.

c. **Maximum housing cost.** The monthly mortgage payments shall include principal, interest, property taxes, homeowner insurance, private mortgage insurance, maintenance costs, and condominium or homeowners association fees, and shall total no more than 35% of the buyer's gross monthly household income.

d. **Closing costs and related fees.** The buyer of a workforce/affordable housing unit shall not pay more in closing costs than is reasonable and customary as approved by the Town of Bluffton. Buyer and seller, in accordance with their contractual obligations, shall pay reasonable and customary real estate commissions. It is reasonable and customary that the seller pays a commission to his/her real estate broker, who then shares the commission with the cooperating real estate broker representing the buyer.

e. **Term of affordability.** Resale of workforce/affordable housing units shall be limited by deed restriction to the original sales price, adjusted for inflation, and to a purchaser eligible, as described above, for a period of not less than thirty (30) years after issuance of the certificate of occupancy. The increase permitted for inflation shall be based upon the increase in the Consumer Price Index (CPI). The deed restrictions shall include but not be limited to the following:

(1) A copy of such executed deed restrictions shall be submitted to the Town of Bluffton for approval prior to issuance of a Certificate of Occupancy for any portion of the development.

(2) The deed restrictions shall require notice to the Town of Bluffton of any conveyance of the workforce/affordable housing unit, and verification by an individual or agency approved by the Town of Bluffton to make such eligibility determinations that the purchaser is qualified pursuant to the requirements of this Section. Prior to closing on a resale workforce/affordable housing unit, the approved individual or agency determining eligibility shall submit an affidavit to the Town of Bluffton that sets forth the sale price, verifies the purchase price is in accordance with permitted inflationary adjustments, and verifies the unit will be occupied by persons qualified pursuant to the requirements of this Section, in addition to any other information deemed appropriate and necessary by the UDO Administrator.

f. **Increase in household income during occupancy.** Should a household's income increase to an amount above 120% of the Area Median Income while occupying a workforce/affordable housing unit, the household shall not be required to vacate the unit.

g. **Vacation of housing unit.** Upon vacating the premises, the unit shall be sold, or made publically available for sale, to a qualifying household pursuant to the requirements of this Section.

5. Renter-occupied workforce/affordable housing shall meet the following criteria:

a. **Eligibility.** Rental of workforce/affordable housing units is limited to individuals and families earning no more than 80% of the Area Median Income for Beaufort County, as published annually by the U.S. Department of Housing and Urban Development and adjusted for household size. The workforce/affordable housing unit shall serve as the renter's primary residence for the duration of the lease.

b. **Eligibility determination process.** Prospective renters of workforce/affordable housing units shall be screened and determined eligible by an individual or agency approved by the Town of Bluffton to make such eligibility determinations prior to closing. Prior to executing a lease on a new workforce/affordable housing unit, the approved individual or agency determining eligibility shall submit an affidavit to the Town of Bluffton that sets forth the lease price and verifies the unit will be occupied by persons qualified pursuant to the requirements of this Section, in addition to any other information deemed appropriate and necessary by the UDO Administrator.

c. **Rent levels.** The maximum rent level for workforce/affordable housing units is based on the schedule of Fair Market Rents for Beaufort County, as published annually by the U.S. Department of Housing and Urban Development.

d. **Lease terms.** A minimum lease term of six months is required for all workforce/affordable housing units so as to avoid short-term rentals.

e. **Term of affordability.** Rental workforce housing units shall be limited by deed restriction to remain affordable, as defined herein, for a period of not less than thirty (30) years after issuance of the certificate of occupancy.

(1) A copy of such executed deed restrictions shall be submitted to the Town of Bluffton for approval prior to issuance of a Certificate of Occupancy for any portion of the development.

(2) The deed restrictions shall require notice to the Town of Bluffton of any lease renewal or new rental contract for the workforce/affordable housing unit, and verification by an individual or agency approved by the Town of Bluffton to make such eligibility determinations that the tenant is qualified pursuant to the requirements of this Section. Prior to execution of a new or renewal lease on a workforce/affordable housing unit, the approved individual or agency determining eligibility shall submit an affidavit to the Town of Bluffton that sets forth the lease price, verifies the lease price is in accordance with the applicable Fair Market Rent, and verifies the unit will be occupied by persons qualified pursuant to the requirements of this Section, in addition to any other information deemed appropriate and necessary by the UDO Administrator.

f. **Increase in household income during occupancy.** Should a household's income increase to an amount above 80% of the median family income while occupying a rental workforce/affordable housing unit, the household shall not be required to vacate the unit immediately. The tenant may renew the lease for one additional term, not to exceed one year. Upon vacating the premises, the rental unit shall be rented or made available for rent to a qualifying household pursuant to the requirements of this Section.

6. Deed restrictions are required to achieve the following:
   a. Standard deed restrictions for all workforce/affordable housing units produced pursuant to the requirements of this Section are required and subject to approval by the Town of Bluffton.
   b. Such restrictions shall include, at a minimum, the following elements in conformance with this Section:
      (1) Duration.
      (2) Occupancy requirement and restrictions against leasing/subleasing.
      (3) Restriction on resale.
      (4) Requirement to notify the Town of Bluffton in the case of conveyance, lease renewal, or establishment of a new rental contract.

6.5.4 Incentives

A. **Upon Town of Bluffton approval, any workforce/affordable housing development application is eligible for the incentives described herein.** Incentives may be provided for the following application and/or development agreement fee types:

1. Master Plan Application;
2. Development Plan Application;
3. Subdivision Plan Application;
4. Building Permit Application;
5. Development Agreement Fees:
   a. Interim Development Agreement Fee; and/or
   b. Boat Ramp Repair Fund Fee.

B. **Application/Permit Fee Reduction.** As applicable, the Town of Bluffton may issue an application and/or development agreement fee rebate for the application types identified in *Section 6.5.4.A*, based upon the following schedule:

1. 20%-30% of total project dwelling units are determined to be workforce/ affordable housing units: Town of Bluffton shall provide a 25% fee reduction for all applicable applications. The Building Permit Application and Development Agreement Fee rebates shall be limited to those dwelling units that qualify as workforce/affordable.

C. **Density Bonus.** Any development providing workforce/affordable housing within a Zoning District that explicitly provides for a permitted base density shall receive a density bonus as provided below:

Table 6.5.4: Density Bonus Incentive

Percentage of Workforce/Affordable Housing Units	Density Bonus
Minimum 25%	25%
26-50%	50%
51-75%	75%
76+%	100%

1. All market-rate units shall be provided on site, except that, in a development undertaken in phases, stages, or otherwise developed in distinct sections, such units may be located in other phases, stages, or section, subject to the terms of the Development Plan.
2. Design guidelines. The project shall at a minimum meet the applicable design requirements in Article 5. The UDO Administrator shall review the project and determine if additional community features such as but not limited to additional open space, parking, lighting, streetscape elements (bike racks, street trees, sidewalks, multi-use paths), buffer plantings, tree preservation and architectural enhancements are appropriate based upon the ultimate density of the project.

6.6 Development Agreement Transfer of Development Rights

6.6.1 Intent

The intent of this Section is to provide incentives for those properties within the Town of Bluffton and under the purview of a Development Agreement to develop or redevelop in a manner that is in accordance with this Unified Development Ordinance, the *Growth Framework Map*, and the Town of Bluffton *Comprehensive Plan*.

6.6.2 Applicability

This Section shall apply to all development or redevelopment of property that is under the purview of a Development Agreement in the Town of Bluffton and within the Place Types identified on the *Growth Framework Map*. The application shall meet the criteria identified herein.

6.6.3 Standards

In order to qualify for the incentives described herein, development or redevelopment of property that is under the purview of a development agreement in the Town of Bluffton shall utilize the Town of Bluffton's Transfer of Development Rights Program and/or transfer of Assignment of Rights and Assumptions within the purview of the respective Development Agreement to facilitate growth within the respective place type as illustrated on the *Growth Framework Map*.

6.6.4 Incentives

A. Upon Town of Bluffton approval, any Development Agreement Transfer of Development Rights proposal is eligible for the incentives described in herein. Incentives may be provided for both the sending zone and receiving zone for the following application and development agreement fee types:

1. Development Agreement Application;
2. Concept Plan Application;
3. Master Plan Application;
4. Development Plan Application;
5. Subdivision Plan Application;
6. Building Permit/Plan Check Application;
7. Transfer of Development Rights Application; and/or
8. Development Agreement Fees:
   a. Interim Development Agreement Fee; and/or
   b. Boat Ramp Repair Fund Fee.

B. The Town of Bluffton may issue application and/or Development Agreement fee reductions for the applications and/or development agreement fees identified in *Section 6.6.4.A* which are determined by the Town of Bluffton to comply with this Unified Development Ordinance, the *Growth Framework Map*, and the Town of Bluffton *Comprehensive Plan*.

ATTACHMENT 1

RESOLUTION

TOWN OF BLUFFTON, SOUTH CAROLINA

A RESOLUTION OF SUPPORT FOR BEAUFORT MEMORIAL HOSPITAL'S ("BMH") 120 RESIDENTIAL DWELLING UNIT AFFORDABLE HOUSING AND MEDICAL FACILITY PROJECT AT 335 BUCKWALTER PARKWAY AND ACQUISITION OF NECESSARY RESIDENTIAL DEVELOPMENT RIGHTS

WHEREAS, the Town of Bluffton ("Town") recognizes the need for additional affordable housing within the Bluffton area; and

WHEREAS, throughout Beaufort County and, in particular, southern Beaufort County, a shortage of affordable housing remains a pressing issue for local businesses, residents, and governmental organizations. Both the Town and BMH suffer due to the difficulties caused by a lack of reasonable housing options in attracting and retaining well-trained and highly qualified employees; and

WHEREAS, the Town of Bluffton Comprehensive Plan ("Blueprint Bluffton") adopted by Town Council on November 8, 2022, as amended, identifies affordable housing as an Objective for the Town's focus per Section H1.4 Foster relationships with non-profit groups and developers to assist in the development, construction, and/ or purchase of affordable housing units; and Section H2.4 Incentivize private sector partners to develop diverse housing options within existing development agreements; and

WHEREAS, Beaufort County purchased certain property located at 335 Buckwalter Parkway consisting of 10.09 acres, bearing Beaufort County Tax Map No. R610 030 000 0712 0000 ("Property"), which is within the Buckwalter Development Agreement and Concept Plan, for the purpose of affordable housing; and

WHEREAS, in addition to the Property, the County received an Assignment of Development Rights and Obligations Under Development Agreement for 10.09 acres of general commercial development rights; and

WHEREAS, Beaufort County and Beaufort Memorial Hospital ("BMH") are currently in the process of finalizing an agreement for BMH's acquisition of the property for the construction of a 120 RDU multi-family development providing affordable housing as well as up to 6,000 square feet of medical facilities ("Project"); and

WHEREAS, in order to construct the 120 multi-family unit portion of the Project, BMH must acquire 120 residential development rights; and

WHEREAS, BMH has submitted a request to the Town to acquire 60 RDUs owned by the Town which are associated with Buckwalter from the Development Rights Bank via approval of a Transfer of Development Rights Ordinance and conveyance of the 60 RDUs via a purchase and sale agreement approved by Ordinance; and

WHEREAS, BMH also intends to request a 100% density bonus of 60 RDUs as 100% of the RDUs will be designated for affordable housing via an amendment to the Buckwalter Development Agreement and Concept Plan to add the 60 RDUs to the total RDUs allowed within Buckwalter as well as incorporate additional terms as deemed necessary; and

WHEREAS, the Buckwalter Development Agreement allows density bonuses pursuant to Section XIII.3 of the Buckwalter Development Agreement as an incentive for affordable housing as follows: *"Affordable Housing. Owner and the Town recognize the increasing need for affordable housing in the Bluffton area. Owner will encourage and use best efforts to promote affordable housing within Buckwalter Tract and in consideration therefore, the Town will define affordable housing and develop reasonable incentives to encourage the development of affordable housing within Bluffton. Reasonable incentives may include but not be limited to the elimination of Development Fees on affordable housing, and density increases within any given tract to allow developers to offset any negative economic impacts as a result of the development of affordable homes. Owner will consult with Town regarding incentives to encourage and promote affordable housing which would include but not be limited to price discounts, and land and density adjustments."*

WHEREAS, as the Buckwalter Development Agreement does not provide guidance on the approval of density bonuses, the Unified Development Ordinance, Section 6.5.4.C identifies the incentive ranges for a qualified project which allows a 100% density bonus to projects providing 100% affordable housing, amounting to 60 RDUs for the Project, as follows:

Table 6.5.4: Density Bonus Incentive

Percentage of Workforce/Affordable Housing Units	Density Bonus
Minimum 25%	25%
26-50%	50%
51-75%	75%
76+%	100%

; and

WHEREAS, the Town of Bluffton Town Council desires to support the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA AS FOLLOWS:

Town Council will support the Project and Beaufort Memorial Hospital's acquisition of 120 RDUs subject to the following conditions:

1. The 60 RDUs (60 RDUs plus 60 density bonus RDUs for a total of 120 RDUs) will be held in the Town of Bluffton's Development Rights Bank until such time as their release and assignment from the Town to BMH as necessary to construct affordable housing up to 80% of the current Area Median Income ("AMI").
2. The release of RDUs will occur at time of Building Permit Application for each Multi-Family Structure in the Amount equal to the number of units in said Structure. The RDUs will be transferred by Assignment of Rights and Obligations Under Development Agreement which shall be recorded with the Beaufort County Register of Deeds.

3. Affordable Housing Covenants shall be drafted and upon review and approval by the Town, will be recorded with the Beaufort County Register of Deeds and any future revisions will require approval by the Town Manager.
4. Use of the 120 RDUs, once assigned to BMH, shall be limited to the 10.09 acre property located at 335 Buckwalter Parkway and may not be transferred or utilized anywhere else within Buckwalter or the Town.
5. BMH shall transfer to the Town via an Assignment of Rights and Obligations Under Development Agreement recorded with the Beaufort County Register of Deeds, the residual general commercial development rights after it is determined how many of their 10.09 acre holdings are necessary for the medical facilities on the Property

DONE AND ACCEPTED the 14th day of January, 2025.

A public meeting was held on this Resolution on the 14th day of January, 2025.

Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

2025 Beaufort County, South Carolina
Area Median Income (AMI) Limits

Income Limits	Number of Persons in Household							
	One (1)	Two (2)	Three (3)	Four (4)	Five (5)	Six (6)	Seven (7)	Eight (8)
30% *Extremely Low*	$ 23,150	$ 26,450	$ 29,750	**$ 33,050**	$ 37,650	$ 43,150	$ 48,650	$ 54,150
50% *Very Low*	$ 38,600	$ 44,100	$ 49,600	**$ 55,100**	$ 59,500	$ 63,950	$ 68,350	$ 72,700
60% *Moderately Low*	$ 46,320	$ 52,920	$ 59,520	**$ 66,120**	$ 71,400	$ 76,740	$ 82,020	$ 87,240
80% *Low*	$ 61,700	$ 70,500	$ 79,300	**$ 88,100**	$ 95,150	$ 102,200	$ 109,250	$ 116,300
100% *Median*	$ 78,750	$ 90,000	$ 101,250	**$ 112,500**	$ 121,500	$ 130,500	$ 139,500	$ 148,500
120% *Moderate*	$ 94,500	$ 108,000	$ 121,500	**$ 135,000**	$ 145,800	$ 156,600	$ 167,400	$ 178,200
150% *High*	$ 118,130	$ 135,000	$ 151,880	**$ 168,750**	$ 182,250	$ 195,750	$ 209,250	$ 222,750

BEAUFORT MEMORIAL HEALTH & WODA COOPER - AFFORDABLE/WORKFORCE HOUSING SCHEDULE* (*As of 6/5/2025*)

	IMPORTANT DATES	COMPLETED DATE	JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
Transfer of Development Rights (TDR-05-25-019740)																														
Letter for Support	**12/18/2024**	**12/18/2024**																												
Town Council Executive Session and Resolution of Support	**1/14/2025**	**1/14/2025**																												
Application Submittal	**5/8/2025**	**5/8/2025**																												
Planning Commission Workshop Meeting	**6/25/2025**				**6/25**																									
Public Notice for PC Meeting	**7/6/2025**						**7/6**																							
Planning Commission Meeting (Public Hearing)	**7/23/2025**								**7/23**																					
Town Council First Reading	**7/15/2025**							**7/15**																						
Public Notice for TC 2nd Reading	**7/27/2025**									**7/27**																				
Town Council Second and Final Reading	**8/12/2025**											**8/12**																		

	IMPORTANT DATES	COMPLETED DATE	JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
Buckwalter Development Agreement and Concept Plan Amendment(s) (DAA-05-25-019739) & (CPA-05-25-019741)																														
Application Submittals	**5/8/2025**	**5/8/2025**																												
Planning Commission Workshop	**N/A**	**N/A**																												
Public Notice for PC Meeting	**7/6/2025**						**7/6**																							
Planning Commission Meeting (Public Hearing)	**7/23/2025**								**7/23**																					
Town Council First Reading	**7/15/2025**							**7/15**																						
Public Notice for TC Meeting	**7/27/2025**									**7/27**																				
Town Council Second and Final Reading	**8/12/2025**											**8/12**																		

*All dates are subject to meeting deadlines and receiving intial approvals

**Can be applied for concurrently

DEVELOPMENT PLAN PROJECT SCHEDULE*

	IMPORTANT DATES	COMPLETED DATE	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Preliminary Development Plan (PDP) Submittal	6/10		6/10						
Review (Typ. 20 business days)									
Design Review Committee (Every Wednesday, 1 pm)				7/9					
Revisions and Resubmittal									
Planning Commission Submittal (Typ. 4 weeks prior to PC Mtg)				7/23					
Planning Commission Meeting (PDP Approval)	8/27				8/27				

	IMPORTANT DATES	COMPLETED DATE	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Stormwater Permit (SWP)	6/10		6/10						
Preliminary Stormwater Submittal (concurrent with PDP)									
Final Stormwater Submittal (submit after approved PDP)						9/2			
Review (Typ. 20 business days)									
Revisions and Resubmittal (if applicable)									
SWP Approval & SW Surety									

	IMPORTANT DATES	COMPLETED DATE	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Final Development Plan (FDP) Submittal**	9/2					9/2			
Review (20 business days)									
Design Review Committee (FDP Approval)						9/24			
Revisions and Resubmittal (Typ. 15 days - if applicable)									

	IMPORTANT DATES	COMPLETED DATE	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Schedule Pre-Construction Meeting (Schedule anytime after FDP Approval)									
Schedule Pre-Clearing Meeting (Schedule anytime after FDP Approval)									

	IMPORTANT DATES	COMPLETED DATE	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Submit for Building Permit									
Review (Typ. 20 business days)									

*All dates are subject to meeting deadlines and receiving intial approvals
**Can be applied for concurrently

Attachment 15

Beaufort Memorial Hospital Applications
Town Council Ordinances Second Reading
Proposed Motions

Consideration of Second Reading of the Ordinances Related to Consideration of requests by Livewell Terrace L.P. (Woda Cooper Group), with authorization from the Property Owner Beaufort Memorial Hospital, for the 100% affordable/workforce housing project to be known as Livewell Terrace located at 335 Buckwalter Parkway and identified as Beaufort County Tax Map No. R610 030 000 0712 0000 for the following for the Following Applications:

1. Ordinance approving the acquisition of residential development rights in the amount of sixty (60) Residential Dwelling Units ("RDUs") owned by the Town of Bluffton and held in the Town's Development Rights Bank pursuant to the Transfer of Development Rights Ordinance

   "I move to ***(approve/approve with conditions/postpone/deny)*** *Second Reading of the Ordinance Authorizing The Conveyance Of Sixty (60) Residential Development Rights Within The Buckwalter Planned Unit Development Owned By The Town Of Bluffton And Held In The Town's Development Rights Bank To Beaufort Memorial Hospital For The Affordable Housing Project To Be Developed On That Certain Property Located At 335 Buckwalter Parkway And Consisting Of 10.09 Acres, More Or Less, And Identified As Beaufort County Tax Map No. R610 030 000 0712 0000; And, Authorizing The Town Manager to Approve Minor Changes Resulting from Legal Review and Execution And Recording Of Associated Documents."*

2. Ordinance approving an amendment to the Buckwalter Planned Unit Development ("PUD") Development Agreement to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus.

   "I move to ***(approve/approve with conditions/postpone/deny)*** *Second Reading of the Ordinance Providing For An Amendment Of The Buckwalter Development Agreement To Incorporate Certain Properties Owned By Beaufort Memorial Hospital, Consisting Of 10.9 Acres, More Or Less, Located At 333 And 335 Buckwalter Parkway, And Bearing Beaufort County Tax Map No. R610 030 000 0712 0000, To Provide For An Affordable Housing Density Bonus Increasing The Total Permitted Development Rights By 60 Residential Dwelling Units And Incorporate Certain Terms To The Buckwalter Development Agreement; And, Authorizing The Town Manager to Approve Minor Changes Resulting from Legal Review and Execution And Recording Of Associated Documents t."*

3. Ordinance to approve an amendment to the Buckwalter Planned Unit Development ("PUD") Concept Plan to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus

   "I move to ***(approve/approve with conditions/postpone/deny)*** *Second Reading of the Ordinance Providing For An Amendment Of The Buckwalter Concept Plan To Incorporate Certain Properties Owned By Beaufort Memorial Hospital, Consisting Of 10.9 Acres, More Or Less, Located At 333 And 335 Buckwalter Parkway, And Bearing Beaufort County Tax Map No. R610 030 000 0712 0000, To*

Provide For An Affordable Housing Density Bonus Increasing The Total Permitted Development Rights By 60 Residential Dwelling Units And Incorporate Certain Terms To The Buckwalter Concept Plan; And, Authorizing The Town Manager to Approve Minor Changes Resulting from Legal Review and Execution And Recording Of Associated Documents"

TOWN COUNCIL

STAFF REPORT
Executive Session – Privileged and Confidential

MEETING DATE:	August 12, 2025
PROJECT:	Ordinance Amending Chapter 2 and Chapter 21 of the Town Code as Related to the Declaration of a Local Civil Emergency and Other Matters Related Thereto
PROJECT MANAGER:	Stephen Steese, Town Manager

REQUEST:

Town Manager requests Town Council to approve the amendments to Chapters 2 and 21 to outline the necessary and proper actions to declare a civil emergency event. The edits will define a Local Civil Emergency (LCE), incidents that qualify as an LCE, steps to declare an LCE, and authority of Council and the Manager during and after an LCE is declared.

BACKGROUND:

The Town of Bluffton adopted Chapter 2, Article VII – Emergency Management in 2008 and Chapter 21 – Emergency Permitting Procedures in 2009. These remained in the Code of Ordinances until they were combined in 2023 in Chapter 21 – Emergency Management (Civil Emergencies).

Chapters 2 and 21 until 2023 and Chapter 21 since 2023 have outlined:

- What classifies as an emergency.
- How an emergency is declared, extended, amended, and terminated.
- Roles of the Mayor, Council, Manager, Emergency Manager, and other staff during an emergency.
- Regulations that are suspended and authority that is granted during an emergency.
- Inspection, permits, and other related items to response and remediation.

Questions were raised to the Town Manager and Town Attorney on the declaration process, state law, and direction to address any discrepancies.

The proposed edits would amend Chapter 2 to:

- Add (b) Local Civil Emergency Procurement (LCE) under Section 2-274 – Emergency Procurements.
    - This section would be triggered by the declaration of an LCE and outlines the reporting of any such procurements to Council within 90 days.

The proposed edits would amend Chapter 21 to:

- Define Local Civil Emergencies (LCE).
- Address how LCEs are declared, extended, amended, and terminated.

- Require Town Council to approve LCEs prior to the declaration through an Emergency Meeting when possible.
    - Should a quorum of Council not be able to meet within 2 hours, the Mayor may declare, but Council should meet no later than 48 hours to confirm, amend, or terminate.
- Outline the powers of the Town Manager to respond to the Emergency.
- Make some grammatical and terminology edits to the preparation and permitting for recovery section of Chapter 21.

NEXT STEPS:

- Should Council approve First Reading at the August 12th meeting, Second and Final Reading would be at the September 9th meeting. The Ordinance would go into effect upon approval of Second Reading by Council.

ATTACHMENTS:

1. Ordinance
2. Exhibit A – Strikethrough and Amended language
3. Potential Motion

ORDINANCE NO. 2025- ___

AN ORDINANCE AMENDING CHAPTER 2 AND CHAPTER 21 OF THE TOWN CODE AS RELATED TO THE DECLARATION OF A LOCAL CIVIL EMERGENCY AND OTHER MATTERS RELATED THERETO

WHEREAS, the Town of Bluffton ("*Town*") desires to continue to take all necessary and proper actions necessary to protect the general safety, welfare, health and properties of the citizens of the Town during a civil emergency event; and,

WHEREAS, in order to accomplish the above goals, the Town previously established Chapter 2 and Chapter 21 of the Town Code as well as the authority to enact resolutions, ordinances, regulations and procedures pursuant to South Carolina Code of Laws 1976, Section 5-7-30; and,

WHEREAS, the Town must from time to time review ordinances to ensure that they are properly regarded, enforced, sufficient and satisfactory to the needs of the Town and the community, and amend the applicable ordinances as deemed necessary to accomplish the Town's goals; and,

WHEREAS, the Town Council supports the Town's desires and goals to take all necessary and proper actions necessary to protect the general safety, welfare, health and properties of the citizens of the Town during a local civil emergency;

WHEREAS, for the reasons stated above, the Town Council desires to amend Chapter 2 and Chapter 21 of the Town Code as related to the declaration of a local civil emergency and other matters related thereto, and as shown in "Exhibit A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, AS FOLLOWS:

1. ***Amendment.*** That Chapter 2 and Chapter 21 of the Town Code is amended as shown on "Exhibit A", attached hereto and incorporated herein by reference, whereby the newly added language is illustrated with an underline and deleted language is illustrated with ~~strikethrough.~~

2. ***Severability.*** If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

3. ***Repeal***. All ordinances or parts of ordinances in conflict with this Ordinance, or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this Ordinance full force and effect.

4. ***Effective Date.*** This Ordinance shall be effective immediately upon its adoption by the Town Council of the Town of Bluffton, South Carolina.

DONE, RATIFIED and ENACTED this _____ day of _____, 2025.

This Ordinance was read and passed at first reading on _____, _____, 2025.

_____
Larry C. Toomer, *Mayor*
Town of Bluffton, South Carolina

_____
Marcia Hunter, *Town Clerk*
Town of Bluffton, South Carolina

This Ordinance was read and passed at Second reading on _____, _____, 2025.

_____
Larry C. Toomer, *Mayor*
Town of Bluffton, South Carolina

_____
Marcia Hunter, *Town Clerk*
Town of Bluffton, South Carolina

EXHIBIT A

Sec. 2-116. Reserved. ~~Powers of Town Manager during a state of emergency.~~

~~(a) Upon the declaration of a state of emergency by the Mayor of the Town of Bluffton in accordance with subsection 2-202(a), and during the continuance of such state of emergency, the Town Manager is authorized to immediately implement local emergency measures as set forth herein to protect life and property or to bring the emergency situation under control as provided herein.~~

~~(b) When practical, the actions of the Town Manager shall be accomplished by a written executive order immediately implementing the emergency response and emergency recovery powers provided herein. As soon as practical, the Town Manager shall present his orders to a quorum of Town Council, duly assembled upon emergency basis, in person or electronically, telephonically or via other means. When not practical, the actions of the Town Manager in implementing the emergency response and emergency recovery powers shall be subject to ratification by Town Council, duly assembled as soon as practical.~~

~~(c) In exercising this authority, the Town Manager may cause to become effective any of the sections of this Section as needed by an appropriate executive order preapproved by Town Council herein.~~

~~(d) If any of these sections of this Section are included in a declaration of local emergency, the same shall be filed with the Town Clerk and shall be in effect until the declaration of local emergency has terminated.~~

~~(e) The Town Manager shall have and may exercise for such period as the declared emergency exists or continues, and subject to ratification by Town Council, the following emergency powers:~~

~~(1) To administer the provisions of the Town Code and this Section and to temporarily modify provisions of the Code dealing with building and occupancy permits, demolition permits, and restrictions on the use, development or occupancy of private property, provided that such action is reasonably justifiable for protection of life and property, mitigation of hazardous conditions, avoidance of undue displacement of households or businesses, or prompt restoration of public infrastructure.~~

~~(2) To transfer the direction, personnel or functions of any Town departments and agencies or units thereof for the purpose of performing or facilitating emergency services.~~

~~(3) To utilize all available resources of the Town and subordinate agencies over which the Town has budgetary control as reasonably necessary to cope with the emergency or disaster.~~

~~(4) To utilize public property when necessary to cope with the emergency or disaster or when there is compelling necessity for the protection of lives, health and welfare; and/or the property of citizens;~~

~~(5) To waive, adjust or suspend any law, code provision or regulation prescribing the procedures for conduct of Town business, or the orders, rules or regulations of any Town department, including but not limited to fees, policies and procedures, if strict compliance with any ordinance, resolution, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with the emergency or disaster, provided that such suspension shall provide for the minimum deviation from the requirements under the circumstances and further provided that, when practicable, specialists shall be assigned to avoid adverse effects resulting from such suspension.~~

~~(6) To provide benefits to citizens upon execution of an intergovernmental agreement for grants to meet disaster-related necessary expenses or serious needs of individuals or families adversely affected by an emergency or disaster in cases where the individuals or families are unable to meet the expenses or needs from other means, provided that such grants are authorized primarily when matching state or federal funds are available for such purposes.~~

~~(7) To perform and exercise such other functions, powers and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population, including individuals with household pets and service animals prior to, during, and following a major disaster or emergency.~~

~~(8) To conduct the affairs and business of the Town at places other than the regular or usual location, within or outside of the Town, when it is not prudent, expedient or possible to conduct business at the regular location. When such meetings occur outside of the Town, all actions taken by Town Council shall be as valid and binding as if performed within the Town. Such meetings may be called by the presiding officer or any two members of the governing body without regard to or compliance with time-consuming procedures and formalities otherwise required by law.~~

~~(9) To suspend the purchasing ordinances, regulations or policies, while continuing to seek to obtain the best prices during the state of local emergency.~~

EXHIBIT A

(*CONTINUED*)

~~(10) To temporarily suspend the enforcement of the ordinances of the Town, or any portion thereof, where the emergency is of such nature that immediate action outside the Code is required, such suspension is consistent with the protection of the public health, safety and welfare, and such suspension is not inconsistent with any federal or state statutes or regulations.~~

~~(11) To temporarily reduce or suspend any permit fees, application fees or other rate structures as necessary to encourage the rebuilding of the areas impacted by the disaster or emergency. The term "fees" include fees or rates charged by the Town for building permits, land disturbance permits, zoning applications, special land use permits, temporary land use permits and other fees relating to the reconstruction, repair and clean-up of areas impacted by the disaster or emergency. The term "fees" does not include fees collected by the Town on behalf of the County, state or federal government or fees charged by the Town pursuant to a state or federal statute or regulation.~~

~~(12) To issue temporary mobile home, trailer, recreational vehicle or other temporary dwelling structures or parks in any zoning district, even though not otherwise permitted by development code, while the primary dwelling is being repaired. The temporary permit shall not exceed six months in duration. Upon expiration of the temporary permit and/or extension, the temporary dwelling must be removed.~~

~~(13) To implement the registration of building and repair services as set forth herein.~~

~~(f) The Town Manager shall have the legal authority to exercise the powers and discharge the duties conferred by law, including the implementation of the applicable local emergency operations plan, coordination of the emergency responses of public and private agencies and organizations, coordination of recovery efforts with county, state and federal officials, and inspection of emergency or disaster sites.~~

~~(g) The Town Manager is authorized to execute a right of entry and/or agreement to use property for these purposes on behalf of the Town; however, any such document shall be later presented for ratification by Town Council.~~

Sec. 2-274. Emergency procurements.

(a) *Use of Emergency Procurements Generally.* The Town Manager or designee may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to the functioning of Town government; for the preservation or protection of property; or for the health, welfare or safety of any person, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. Any such procurement shall be reported to Town Council.

(b) *Local Civil Emergency.* The Town Manager or their designee may make or authorize others to make emergency procurements of supplies, services, or construction items during a Local Civil Emergency ("LCE") as established in Chapter 21 of the Town Code. At the earliest practical time, but no later than ninety (90) days following the termination date of the LCE declaration, all emergency procurements made during an LCE shall be reported to Town Council.

Chapter 21 EMERGENCY MANAGEMENT (CIVIL EMERGENCIES)

ARTICLE I. ADMINISTRATION GENERAL PROVISIONS

Sec. 21-1. Definitions.

As used in this Chapter, the following definitions shall apply:

(a) *Local Civil Emergency* ("LCE") means a determination that an event or time period in the foreseeable near future such as a great public crisis, natural disaster, cyberattack, rioting, civil disturbances, or catastrophe which will likely occur and cause widespread or severe damage, injury, or loss of life or property in the Town's jurisdiction.

(b) *Local Civil Emergency Event* ("LCE Event") means the action or occurrence responsible for the Town's declaration of a Local Civil Emergency. A LCE Event may include but is not limited to a natural disaster, protest, riot, pandemic, or any other occurrence creating a public disruption; or when public safety authorities are unable to maintain public order or afford adequate protection for lives, safety, health, welfare or property; or during a declared state of emergency by Beaufort County or the State of South Carolina.

EXHIBIT A

(*CONTINUED*)

(c) *Governing Authority* means the Mayor as presiding officer, and then in succession Mayor Pro-Tem, and in order the most senior of elected municipal official.

(d) *Town Manager* means the individual appointed to the position of Town Manager, then in succession the most senior of Assistant Town Managers, the Chief of Police, the Director of Public Works.

Sec. 21-~~1~~2. Town authority to act to protect public health and safety.

When there is ~~an emergency~~ a Local Civil Emergency due to dangerous or imminent threatening conditions in the ~~t~~Town, designated departments are authorized to enter into contracts and incur obligations necessary to combat such emergency event to protect the health and safety of persons and property, and provide emergency assistance to the victims of the LCE Event. ~~such disaster.~~ Each designated ~~t~~Town department is authorized to exercise the powers vested in the emergency operations plan adopted by the ~~t~~Town ~~c~~Council, in its related plans, and in this Chapter in the light of an extreme emergency ~~situation~~ event, without regard to time-consuming procedures and formalities prescribed by law, except mandatory constitutional requirements. Pursuant to the powers vested in the Town Council under the Constitution and the laws of the State of South Carolina, this Chapter shall not be construed to interfere with the powers of the Governor, or conflict with any State or Federal laws or regulations.

Sec. 21-3. Declaration and Proclamation of a Local Civil Emergency ("LCE").

(a) *Declaration by Governing Authority.* The Governing Authority shall take all actions necessary to be fully informed of the potential LCE event and evaluate whether the event is threatening or endangering the lives, safety, health and welfare of the people within the Town, or threatening damage to or destruction of property within the Town. Following an informed evaluation, the Governing Authority shall make their best effort to convene a quorum of Town Council in order to declare a LCE, at minimum the Governing Authority shall request in writing a quorum through electronic mail and text messaging. If a quorum of Town Council is unable to convene two (2) hours after the initial written request for a quorum is sent by the Governing Authority, then the Governing Authority at their sole discretion is hereby authorized and empowered to declare a Local Civil Emergency by proclamation in accordance with terms of this Chapter.

(b) *Proclamation by Governing Authority.* Pursuant to Sec. 21-2(a) the Governing Authority is hereby authorized and empowered to issue a public proclamation declaring to all persons the existence of an LCE. The proclamation shall be signed by the Governing Authority, filed in the Office of the Town Clerk, and shall be immediately communicated to the citizens and general public using the most effective and efficient means available to reach the greatest number of individuals as promptly as possible. Such a proclamation shall be subject to ratification, alteration, modification or repeal by Town Council. Subsequent actions of Town Council shall not affect the validity of prior actions taken by the Governing Authority.

(1) *Minimum Requirements.* The proclamation declaring an LCE shall include at a minimum the following information and statements:

i. Provide a description of the LCE Event; and,

ii. the conditions that require the declaration; and,

iii. the specific regulations in place due to the declaration; and,

iv. termination date of the LCE in accordance with this Chapter.

(2) *Permitted Prohibitions*. The Governing Authority is authorized and empowered to impose those certain restrictions provided for in this Section without a vote of Town Council; and such restrictions may be for such times, upon such conditions, with exceptions and in such areas of the Town believed to be necessary to address the LCE Event. The proclamation declaring a LCE may include any or all of the following:

i. Restrict or prohibit the use of streets, highways, or public ways by the public. This prohibition may be for specific rights of ways or for designated areas of the Town; and,

ii. Restrict any number of persons from assembling or gathering on the public streets, in the public parks, or other open areas of the Town. This restriction may be implemented for specific time periods of the day or for a portion of or the entire duration of the LCE; and,

iii. Establish a curfew to more effectively protect the lives, safety and property of the people within the Town, to define and impose a curfew applicable to all persons within the jurisdiction of the Town. The curfew authorized in this section may apply to all of the Town or only to a certain designated portion thereof; and,

iv. Establish a temporary building moratorium as established in Section 21-6 of the Town Code; and,

v. Such other activities as reasonably believed to be necessary in order to help preserve and maintain life, health, property, or the public peace.

(3) *Violations of the Proclamation.* Any person willfully violating any provision of a proclamation declaring an LCE shall be guilty of a civil penalty for each infraction. This should not be construed to limit the authority of law enforcement for any and all other code violations or criminal activity.

(c) *Town Council Action.* Should a quorum of Town Council convene and vote prior to the declaration of an LCE by the Governing Authority, then no further action is necessary unless to extend or amend a declaration of a LCE. When a quorum of Town Council is unable to convene prior to a declaration of an LCE by the Governing Authority, then the Governing Authority shall request for a quorum of Town Council to convene as soon as reasonably possible; but in any event, no later than forty-eight (48) hours after the issuance of the declaration of an LCE. The dually assembled Town Council may decide through adoption of an emergency ordinance to terminate the proclamation, to extend the time covered by the proclamation, or leave to the discretion of the Governing Authority the termination or extension of the proclamation. Subsequent actions of Council shall not affect the validity of prior actions taken by the Governing Authority.

(1) *Inability to Convene*. If due to the LCE Event, the Town Council is unable to convene with a quorum as required in the above section then a meeting of Town Council shall occur as soon as reasonably possible.

Sec. 21-4. Local Civil Emergency Powers of Town Manager.

Following the Governing Authority's proclamation declaring a LCE, the Town Manager is automatically invested with the powers, authorities and rights as established in this Section.

When practical, the actions of the Town Manager shall be accomplished by a written executive order immediately implementing the emergency response and emergency recovery powers provided herein. Said executive order shall be communicated to the citizens and general public using the most effective and efficient means available to reach the greatest number of individuals as promptly as possible. As soon as practical the Town Manager shall present their orders to a quorum of Town Council. The actions of the Town Manager in implementing the emergency response and emergency recovery powers shall be subject to ratification by Town Council, duly assembled as soon as practical.

The Town Manager shall have and may exercise for such period as the declared LCE exists or continues the emergency powers established in this Section, subject to ratification by Town Council. Specifically, the Town Manager is authorized to:

(1) immediately implement local emergency measures as established in the LCE proclamation and as set forth herein to protect life and property or to bring the LCE Event under control. The Town Manager has the authority to implement the applicable local emergency operations plan; coordinate the emergency responses of public and private agencies and organizations; coordinate recovery efforts with municipal, county, state and federal officials; and organize and conduct inspections of emergency or sites effected by the LCE Event; and,

(2) utilize all available resources of the Town and subordinate agencies over which the Town has budgetary control as reasonably necessary to cope with the LCE Event; and,

(3) transfer the direction, personnel or functions of any Town department and agencies or units thereof for the purpose of performing or facilitating emergency services in response to the LCE Event; and,

(4) utilize public property when necessary to cope with the LCE Event or when there is compelling necessity for the protection of lives, health and welfare; and,

(5) conduct the affairs and business of the Town at places other than the regular or usual location, within or outside of the Town when it is not prudent or possible to conduct business at the regular location. When meetings occur outside of the Town, all actions taken by Town Council shall be made in accordance with the Town Council Operating and Administrative Procedures Manual and be deemed as valid and binding as if performed within the Town; and,

(6) suspend the ordinary procurement processes and approve emergency procurements as established in Section 2-274 of the Town Code while continuing to obtain the best prices during the LCE; and,

(7) perform and exercise such other functions, powers and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population, including individuals with household pets and service animals prior to, during, and following a LCE Event; and,

(8) administer the provisions of this Chapter and all other applicable Sections of the Town Code to temporarily adjust the requirements of the Town Code dealing with building and occupancy permits, demolition permits, and restrictions on the use, development or occupancy of private property, provided that such action is reasonably justifiable for protection of life

and property, mitigation of hazardous conditions, avoidance of undue displacement of households or businesses, or prompt restoration of public infrastructure; and,

(9) temporarily reduce or suspend any permit fees, application fees or other rate structures as necessary to encourage the rebuilding of the areas impacted by the disaster or emergency. The term "fees" includes fees or rates charged by the Town including, but not limited to, building permits, land disturbance permits, zoning applications, special land use permits, temporary land use permits and other fees relating to the reconstruction, repair and clean-up of areas impacted by the disaster or emergency. The term "fees" does not include fees collected by the Town on behalf of the County, state or federal government or fees charged by the Town pursuant to a state or federal statute or regulation; and,

(10) issue temporary mobile home, trailer, recreational vehicle or other temporary dwelling structures or parks in any zoning district, even though not otherwise permitted by development code, while the primary dwelling is being repaired. The temporary permit shall not exceed six (6) months in duration. Upon expiration of the temporary permit or extension, the temporary dwelling must be removed; and,

(11) implement the registration of building and repair services as established in this Chapter; and,

(12) execute a right of entry or enter into an agreement to use property for any purpose on behalf of the Town to protect life, health and welfare during an LCE; however, any such document shall be later presented for ratification by Town Council.

Sec. 21-5. Status and Termination of a Local Civil Emergency ("LCE").

The Governing Authority shall keep the Town Council fully advised as to the status of the LCE. The Governing Authority shall declare the termination of an LCE at the earliest possible date that conditions warrant, or when directed to do so by the Town Council through a resolution. Upon the declaration by the Governing Authority terminating the existence of the LCE, by operation of law all related rules, regulations, orders, and directives shall immediately terminate and be of no further force or effect.

Sec. 21-~~3~~6. Temporary building moratorium.

A proclamation declaring a Local Civil Emergency ("LCE") may establish a temporary building moratorium for all or part of the Town as determined necessary by the Governing Authority to protect the health and safety of persons and property. There may be established in the ~~emergency~~ LCE Event effected area a temporary moratorium on the construction or reconstruction of any building or other structure, except for such necessary activity as may be undertaken by an individual property owner for the purpose of temporarily protecting the health and safety of his family or preventing further loss to the value of ~~his~~ their property, and on the issuance of any development, building, or other such town permits, until such time as the declaration of a ~~state of emergency~~ LCE has been terminated. ~~This~~Any moratorium issued pursuant to this Chapter shall terminate 45 days from the date of such declaration unless extended or shortened by the ~~t~~Town ~~c~~Council.

~~Sec. 21-4. Recovery team.~~

~~The town's Recovery Team shall be activated to oversee the recovery and reconstruction process and to serve as an advisory committee to town officials responsible for recovery activities. Town departments will support and act upon the recommendation of the team.~~

~~Sec. 21-5. Mayoral orders authorized in event of state of emergency~~

~~(a) The mayor, after proclaiming a state of emergency and prior to terminating such, may make and proclaim any or all of the following orders prohibiting:~~

~~(1) Any person being on the public streets, in the public parks, or at any other public place during the hours declared by the mayor to be a period of curfew;~~

~~(2) Any number of persons, as designated by the mayor, from assembling or gathering on the public streets, in the public parks, or other open areas of the town, either public or private;~~

~~(3) Price gouging;~~

~~(4) The possession of firearms or any other deadly weapon by a person, other than a law enforcement officer, in a place other than that person's place of residence or business;~~

~~(5) The sale, purchase, or dispensing of alcoholic beverages;~~

~~(6) The use of certain streets, highways, or public ways by the public;~~

~~(7) Business establishments from remaining open; and~~

EXHIBIT A

(*CONTINUED*)

~~(8) Such other activities as he reasonably believes should be prohibited to help preserve and maintain life, health, property, or the public peace.~~

~~(b) In imposing the restrictions provided for in this section, the mayor may impose them for such times, upon such conditions, with such exceptions, and in such areas of the town he from time to time deems necessary.~~

~~(c) Any person willfully violating any provision of an order issued by the mayor under this section shall be guilty of a misdemeanor for each infraction, on a per incident or daily basis.~~

~~Sec. 21-6. Failure to leave public property upon lawful direction.~~

~~Any person upon any public way or any public property within the area described in the state of emergency~~ Local Emergency Event ~~who is directed by a public official or peace officer to leave the public way or public property and refuses to do so shall be guilty of a misdemeanor~~ civil penalty~~.~~

~~Sec. 21-7. Status and termination of emergency.~~

~~The mayor shall keep the council fully advised as to the status of the emergency. The mayor shall declare the termination of such local emergency at the earliest possible date that conditions warrant, or when directed to do so by the town council. Upon the announcement by the mayor of the termination of the existence of the local emergency by operation of law, such rules, regulations, orders, and directives shall terminate and be of no further force or effect.~~

Secs. 21-~~7~~8—2-17. Reserved.

Sec. 21-18. Preparation of construction sites and developed sites for a Local Civil Emergency Event or Other severe weather events.

(a) *Intent.* The provisions of this section apply at the direction of the ~~t~~Town ~~m~~Manager, or designee, by way of a written executive order during a Local Civil Emergency or in the event of significant severe weather conditions, or other similar types of severe weather warnings for any part of Beaufort County.

(b) *Construction sites.*

(1) All construction materials, including roof tiles, within the ~~t~~Town shall be secured, stored or removed so as not to create a safety hazard because of hurricane or tropical storm force winds, or similar severe weather.

(2) Media broadcasts or notices issued by the National Weather Service or National Hurricane Center of a hurricane or tropical storm warning shall be deemed sufficient notice to the owner of real property upon which construction is occurring or any contractor responsible for the construction to secure, store or remove loose construction debris and loose construction materials against the effects of high wind.

(3) Materials stockpiled on top of any structure under construction shall be permanently installed by the property owner or contractor at the direction of the ~~t~~Town ~~m~~Manager, or designee. However, if such installation cannot be timely completed, then the property owner or contractor shall:

a. Band together the construction materials and mechanically fasten them to the top of the structure in such a manner so a threat of becoming airborne during a tropical storm or hurricane is not experienced;

b. Remove the construction materials from the top of the structure and mechanically tie them down to the ground;

c. Remove the construction materials from the job site; or

d. Store the construction materials inside a protected structure.

(4) Interiors of structures under construction shall be secured to prevent materials from becoming airborne.

(5) All debris on a construction site shall be stored in commercial containers and shall be properly secured.

(6) Commercial containers and portable toilets must be removed from a construction site or mechanically tied to the ground.

(7) Piles of dirt, sand, and stone on a construction site shall be located away from rights-of-way, adjoining properties, swales, culverts, inlet grates, creeks, coves and rivers.

(8) All construction materials or debris required to be secured, stored or removed shall remain secure, stored or removed hereunder from the property until the National Weather Service, National Hurricane Center or other appropriate weather agency has removed all portions of Beaufort County from those areas included in a hurricane or tropical storm warning, or the ~~t~~Town ~~m~~Manager, or designee, lifts an severe weather directive pursuant to this section, whichever event shall first occur.

EXHIBIT A

(*CONTINUED*)

(c) *Developed sites.*

(1) On all developed property, all furnishings including, but not limited to, furniture and lawn equipment not secured by a fence or screen enclosure, shall be secured, stored or removed so as to not create a safety hazard due to hurricane force winds.

(2) Media broadcasts or notice at the direction of the ~~t~~Town ~~m~~Manager, or designee, issued by the National Weather Service or National Hurricane Center of a hurricane or tropical storm warning for Beaufort County shall be deemed sufficient notice to the owner of developed real property to store or secure furnishings or to remove furnishings not secured or stored from the property.

(3) All materials and furnishings required to be secured, stored or removed shall remain secure, stored or removed hereunder from the property at the direction of the ~~t~~Town ~~m~~Manager, or designee, lifts an severe weather directive pursuant to this section, or until the National Weather Service, National Hurricane Center or other appropriate agency has removed all portions of Beaufort County from those areas included in a hurricane or tropical storm warning, whichever event occurs first.

Sec. 21-19. Notice of violation.

(a) *Non-emergency situations.*

(1) Upon the determination of the ~~t~~Town that a construction site is in violation of with any of the terms of this article, or that a construction site poses a health or safety risk, the ~~t~~Town shall provide notice to the property owner, its contractor or agents of the violation.

(2) The violation may be enforced by the ~~c~~Chief ~~b~~Building ~~o~~Official, or designee, through the issuance of a stop work order in accordance with the procedures set forth in this Code; or an order to repair, restore or demolish the work; to vacate the premises; or otherwise to abate the violation enforceable.

(3) Upon due notice, the construction site shall be brought into compliance within the time directed by the ~~t~~Town, but in no event more than 24 hours from the time of notice. If the violation is not corrected within the time directed, the ~~t~~Town shall have the right, but not the obligation, to correct the violation and charge all costs and fees to the permittee or property owner.

(b) *Emergency situations.*

(1) If at any time the ~~t~~Town determines that a~~n emergency~~ a Local Civil Emergency situation exists endangering the public health, safety, or welfare; creating a potential liability for the ~~t~~Town; or endangering the town streets, utilities or other public property, and if the timing or nature of the situation precludes advance notification as provided in subsection (a) of this section, the ~~t~~Town shall have the right to enter the construction site to take whatever emergency action it deems necessary to secure, store or remove all loose construction materials and debris, including, but not limited to, roof tiles and roofing materials.

(2) In such circumstances, the ~~t~~Town shall bill the property owner or his/her agent for all charges and expenses incurred to eliminate these potentially unsafe conditions by any means necessary. The securing of an outside contractor to perform these services shall be deemed to be the securing of emergency services and shall not require the ~~t~~Town to utilize a competitive bid process to select a contractor.

(3) Any and all loss, damage, costs and expenses, including legal fees and administrative costs, incurred by the ~~t~~Town in the course of exercising its rights pursuant to this section, or incurred in repairing or restoring damage to the public right-of-way or other public property shall be reimbursed by the property owner. The ~~t~~Town shall not be responsible for any loss or damage incurred as a result of exercising its rights under this section.

(4) A notice of violation shall be posted at the job site and mailed to the property owner and contractor. The written notice shall constitute a stop work order and shall remain in effect until the bill is paid. Upon receipt of payment, the ~~c~~Chief ~~b~~Building ~~o~~Official, or designee, shall allow resumption of work.

EXHIBIT A

(*CONTINUED*)

ARTICLE II. EMERGENCY PERMITTING GENERAL PROVISIONS

Sec. 21-20. Definitions.

Appraisals: Appraisal from South Carolina certified appraiser for type of structure using the fair market value approach as defined by FEMA. (Appraisal must be within 18 months of the application date) or Beaufort County current assessed value plus 25 percent (125 percent of county assessed value).

Building/structure: That which is built or constructed which is used or intended for supporting or sheltering any use or occupancy.

Disaster: Any occurrence of widespread or severe damage, injury, or loss of life or property resulting from a natural, technological, or national security incident, including but not limited to earthquake, explosion, fire, flood, high water, hostile military action, hurricane, landslide, mudslide, storm, tidal wave, tornado, or wind-driven water, when a ~~state of emergency~~ Local Civil Emergency Event is declared by the ~~Mayor~~ Governing Authority pursuant to Chapter 21 of the Town Code. ~~section 2-202 of the Municipal Code of the Town of Bluffton~~.

Fair market value: As defined by FEMA, replacement cost of structure less depreciation.

Sec. 21-101. Purpose.

The Town of Bluffton realizes that in the event of a disaster, or a LCE Event, it may be impractical to require all structures which sustain significant damage to rebuild in compliance with the current review and submission requirements of the Unified Development Ordinance, Old Town District Code and the Official Building Code as adopted by Town Council. Furthermore, the community's economy will depend on the ability of all property owners to repair, reconstruct, or rebuild and become operational as quickly as possible following a disaster. The regulations set forth in this chapter allow a measure of leniency to the review and submission requirements contained in the Unified Development Ordinance and the Official Building Code in an attempt to provide incentives for all property owners to repair, reconstruct, or rebuild quickly to the state or condition that existed prior to the disaster.

Sec. 21-102. Applicability.

This ~~chapter~~ Article shall apply in all cases where any structure (as defined in the current adopted International Residential or Building Code) is damaged or destroyed as a direct result of ~~any event or disaster (as defined in section 21-701) that has been declared~~ a ~~state of emergency~~ Local Civil Emergency Event by the ~~Mayor~~ Governing Authority pursuant to this C~~c~~hapter ~~2 (administration), article VII, section 2-202 of the Municipal Code of the Town of Bluffton~~.

Damage to, or destruction of, any structure by any other means shall be repaired, reconstructed, or rebuilt only in compliance with applicable chapters of the Municipal Code of the Town of Bluffton.

Sec. 21-103. Application acceptance after declaration of ~~emergency~~ a Local Civil Emergency Event.

After the assessment of the ~~disaster~~ LCE Event, the ~~Mayor~~ Governing Authority shall declare that the Town will begin accepting applications for the repair of damaged or destroyed structures per the procedures set forth in this ~~c~~Chapter. No applications for new structures or development will be accepted during this time. At their discretion, Town Council may extend the application period by resolution.

The ~~Mayor~~ Governing Authority will declare when the Town is ready to accept applications for new structures and development.

ARTICLE III. ZONING AND DEVELOPMENT PROCEDURES

Sec. 21-201. Placards and safety assessment for the purpose of this ~~c~~Chapter.

Following a ~~declared disaster~~ Local Civil Emergency Event, the Town of Bluffton will perform a safety assessment to determine the safety of structures that sustained damage or were destroyed as a result of the ~~disaster~~ LCE Event. When the safety assessment is completed for the structure, the Town shall attach a placard to the structure informing the owner and officials about the safety of the structure. Placards will be assigned according to a color-coded system.

The following placards will be issued following a safety assessment:

A. Green placard (inspected, safe): Lawful occupancy is permitted.

B. Yellow placard (limited entry): Restricted use.

C. Red placard (unsafe): Unsafe to occupy.

EXHIBIT A

(*CONTINUED*)

Once a placard has been attached to a building, it shall not be removed, altered or covered until done so by an authorized representative of the Town of Bluffton or upon written notification from the Town of Bluffton.

The planning permitting and approval process will be determined by the extent of damage that a property has sustained as well as the location of the property if it is in an overlay district. Property sustaining minor damage may not require a permit based on the type of damage. Major damage will, in most cases, require a permit.

Sec. 21-204. Planning Department emergency permitting application.

The Planning Department emergency permitting application must be submitted within six months ~~of when the Mayor~~ from the Governing Authority declaring ~~declares~~ the Town is ready to begin receiving applications for permits. At their discretion, Town Council may extend the application period by resolution.

Sec. 21-206. Historic Preservation Overlay District.

(a) An application for building permit to repair structures located in the Historic Preservation Overlay District (HPOD) requires a Certificate of Appropriateness. Following a declared disaster the repair of damage to structures in this district may be expedited with administrative approval. This expedited administrative approval may apply to repairs such as:

(1) Board for board repairs.

(2) Exact replacement of roofing materials.

(3) Exact replacement of downspouts and gutters.

(4) Window replacement, provided the replacement or repaired window frame is exactly as installed prior to the damage.

(5) Repair, or exact replacement, of shutters.

(6) Repair and resetting of air conditioning compressors.

(7) Fence, step, porch and patio cover repair or reconstruction provided there is no change in the height, length, width, size, location or type of construction or materials.

(8) Sign repair or reconstruction provided there is no change in height, length, width, size, location or type of materials.

(b) The application shall include such information and documentation to demonstrate pre-event conditions to assist the Administrator in determining that no changes will be made from those conditions, including the following items:

(1) One copy of all approved plans;

(2) One copy of building elevation drawings previously approved by the Town or the County showing all four elevations of all structures on the site prior to the disaster; or

(3) Pre-disaster photos showing all four sides of each structure on the property.

(c) An application for building permit to repair structures located in the HPOD which does not meet the above criteria, may be reviewed by the Historic Preservation Commission (HPC) for approval of a Certificate of Appropriateness prior to issuance of a building permit.

(d) HPC procedures for emergency permitting.

(1) A quorum consisting of four of the seven appointed members must be present to conduct business;

(2) There must be a majority vote of members present to issue a Certificate of Appropriateness;

(3) HPC shall meet bi-weekly, or more often if necessary, after the ~~Mayor~~Governing Authority has declared the Town shall begin receiving applications for permits after a declared ~~state of emergency~~ Local Civil Emergency Event due to a disaster;

(4) Location of meetings will be determined by the Administrator.

ARTICLE IV. EMERGENCY CONSTRUCTION PERMITTING PROCEDURES

Sec. 21-301. Application.

Where a building permit is required, a complete emergency construction building permit application must be submitted within 18 months of the date the ~~Mayor~~ Governing Authority declares the Town shall begin receiving applications for permits after ~~the declared state of emergency~~ a Local Civil Emergency ~~due to a disaster~~.

Sec. 21-302. Emergency construction building permit not required.

Any structure, located outside of the Historic Preservation Overlay District, that receives a green placard after a safety assessment as a direct result of a ~~state of emergency~~ Local Civil Emergency Event due to a disaster shall be repaired, reconstructed, or rebuilt to the state or condition that existed prior to the disaster without the necessity of obtaining an emergency construction building permit. The work must be completed within 18 months of the date the ~~Mayor~~ Governing Authority declares the Town shall begin receiving applications for permits after the declared ~~state of emergency~~ Local Civil Emergency Event due to a disaster. The repairs must comply with current construction codes as adopted by the state including the Town of Bluffton and the Flood Damage Prevention Ordinance. Work may be completed by the owner unless other sections of the Municipal Code or state law require a properly licensed contractor/sub-contractor.

EXCEPTIONS:

(a) If the repair of a structure is delayed due to litigation, then the time of such delay shall not be considered when computing the 18-month period.

(b) Other causes beyond the control of the owner may be submitted to the Building Official or his designee for a determination as to whether a delay beyond the 18-month period may be granted.

Sec. 21-303. Emergency construction building permit required.

(a) All structures that receive a yellow or red placard as a direct result of a ~~state of emergency~~ Local Civil Emergency Event due to a disaster with damage amounting to less than 50 percent of the fair market value of the structure prior to the damage as calculated by FEMA rules, regulations, or guidelines, shall be repaired, reconstructed, or rebuilt to the state or condition that existed prior to the declared ~~state of emergency~~ Local Civil Emergency due to a disaster. An emergency construction building permit is required prior to any repairs, reconstruction or rebuilding commencing.

(1) Any emergency construction applications for emergency construction building permits shall comply with the current state-adopted construction codes with amendments.

(2) Construction drawings shall not be required.

(3) Condition of the permit requires that the owner of record and the contractor must sign an emergency construction affidavit stating that all construction will comply with the current state-adopted construction codes with amendments and the Town of Bluffton Flood Damage Prevention Ordinance.

(4) All construction must be inspected prior to cover-up.

(5) Emergency construction applications must be submitted within 18 months of the date the ~~Mayor~~ Governing Authority declares the Town shall begin receiving applications for permits after the declared ~~state of emergency~~ Local Civil Emergency Event due to a disaster.

EXCEPTIONS

(1) If structures are damaged less than 50 percent and the reconstruction is delayed due to litigation, then the time of such delay shall not be considered when computing the 18-month period.

(2) Other causes beyond the control of the owner may be submitted to the Building Official, or his designee, for a determination as to whether a delay beyond the 18-month period may be granted.

(b) All structures that receive a yellow or red placard as a direct result of a ~~state of emergency~~ Local Civil Emergency Event due to a disaster with damage equal to or greater than 50 percent of the fair market value of the structure prior to the damage as calculated by FEMA rules, regulations, or guidelines, shall be repaired, reconstructed, or rebuilt to the state or condition that existed prior to the declared ~~state of emergency~~ Local Civil Emergency Event due to a disaster. An emergency construction building permit is required prior to any repairs, reconstruction, or rebuilding commencing.

(1) All emergency construction applications for emergency construction building permits shall comply with chapter 5 of the Town Code and the Town of Bluffton Flood Damage Prevention Ordinance.

(2) Complete construction drawings for proposed work shall be required.

(3) All construction must be inspected prior to cover up.

(4) Application documents shall include the following:

a. Site plan/as built as approved by the Planning Department.

b. Complete application including original notarized mechanical certificates.

(5) All structures located in a flood zone must build to the current flood maps adopted by the Town of Bluffton.

(6) Emergency construction applications shall be submitted within 18 months of the date the ~~Mayor~~ Governing Authority declares the Town shall begin receiving applications for permits after the declared ~~state of emergency~~ Local Civil Emergency Event due to a disaster.

EXCEPTIONS

(1) If structures are damaged equal to or greater than 50 percent and the reconstruction is delayed due to litigation then the time of such delay shall not be considered when computing the 18-month period.

(2) Other causes beyond the control of the owner may be submitted to the Building Official, or his designee, for a determination as to whether a delay beyond the 18-month period may be granted.

ARTICLE V. APPLICATIONS AND PERMITS IN PROGRESS

Sec. 21-401. Applications under review at the time of a ~~state of emergency~~ Local Civil Emergency due to a disaster.

(a) All applications for development, subdivision, or other approvals that are in progress at the time of a ~~state of emergency~~ Local Civil Emergency due to a disaster declaration by the ~~Mayor~~ Governing Authority shall be suspended for such time as the Administrator deems necessary, provided that such suspension shall not exceed 18 months. The time frames established for reviews as set forth in the Town of Bluffton Unified Development Ordinance, shall be suspended during this period. All such applications shall be reviewed and acted on based on the provisions of the Unified Development Ordinance in effect at the time the application was deemed complete.

(b) All applications for approvals or permits that are reviewed and acted on by the Historic Preservation Commission, the Corridor Review Board, the Construction Board of Adjustments and Appeals, the Planning Commission, or the Town Council that are in progress at the time of a ~~state of emergency~~ Local Civil Emergency due to a disaster declaration by the ~~Mayor~~ Governing Authority shall be suspended until such time that the Board, Commission, or Council can reasonably schedule any required public hearings and meetings to review and act on such applications, provided that such suspension shall not exceed 18 months. All such applications shall be reviewed and acted on based on the provisions of the Unified Development Ordinance in effect at the time the application was deemed complete.

(c) All applications for construction permits that are under review at the time of a ~~Mayor~~ Governing Authority declares a ~~state of emergency~~ Local Civil Emergency Event due to a disaster shall be suspended for such time as the Building Official deems necessary, provided that such suspension shall not exceed 18 months from the date the Mayor declares the Town shall begin receiving applications for permits after the declared ~~state of emergency~~ Local Civil Emergency due to a disaster. The time frames established for reviews as set forth in chapter 5 of the Town of Bluffton Municipal Code shall be suspended, during this period. All such applications shall be reviewed and acted upon based on the provisions of chapter 5 in effect at the time the application was submitted and deemed complete by the Building Official or his designee.

(d) In cases in which permits have been issued prior to a declared ~~state of emergency~~ Local Civil Emergency due to a disaster, construction may continue under the previous existing approved plans and inspections.

EXCEPTIONS:

(1) Any deviation from approved plans shall require a new complete application review as required in article I of chapter 5.

(2) New applications will not be processed until such time as determined by the Building Official or his designee. The suspension of processing new applications shall not exceed 18 months from the date the ~~Mayor~~ Governing Authority declares the Town shall begin receiving applications for permits after the declared ~~state of emergency~~ Local Civil Emergency due to disaster.

(3) All fees paid for previously submitted plans shall be applied to the fee for the new submission.

Sec. 21-402. Issued permits for which the work has not been completed at the time of a disaster.

In cases in which permits have been issued prior to a declared ~~state of emergency~~ Local Civil Emergency due to a disaster, construction may continue under the previous existing approved plans and inspections.

EXCEPTIONS:

(1) Any deviation from approved plans will require a new complete application review as required in ~~a~~Article I of ~~c~~Chapter 5.

EXHIBIT A

(*CONTINUED*)

(2) New applications will not be processed until such time as determined by the Building Official or his designee. The suspension of processing new applications shall not exceed 18 months from the date the ~~Mayor~~ Governing Authority declares the Town shall begin receiving applications for permits after the declared ~~state of emergency~~ Local Civil Emergency due to disaster.

(3) All fees paid for previously submitted plans shall be applied to the fee for the new submission.

ARTICLE VI. CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

Sec. 21-501. Procedures for Construction Board of Adjustments and Appeals during the ~~state of emergency~~ Local Civil Emergency Event due to a disaster.

(a) The Construction Board of Adjustments and Appeals will consist of a minimum of three members of the existing board.

(1) A minimum of three members must be present to conduct a meeting.

(2) There must be a majority vote of members present to overturn the Building Official's interpretation of the code. In no instance may the Building Official's interpretation of the code be overturned by less than three votes.

(3) Approval of a variance request shall require a majority vote by the members of the Board present for a decision.

(4) The Board shall meet bi-weekly, or more often if necessary, after the ~~Mayor~~Governing Authority has declared the Town shall begin receiving applications for permits after a declared ~~state of emergency~~ Local Civil Emergency due to a disaster.

(5) Location of meetings will be determined by the Building Official.

Attachment 3

Recommended Motion

Consideration of an Ordinance Amending Chapter 2 and Chapter 21 of the Town Code as Related to the Declaration of a Local Civil Emergency and Other Matter Related Thereto – First Reading – Stephen Steese, Town Manager.

"I move to [approve, approve as amended, deny] the First Reading of an Ordinance Amending Chapter 2 and Chapter 21 of the Town Code as Related to the Declaration of a Local Civil Emergency and Other Matter Related Thereto."

MEMORANDUM

TO: Town of Bluffton Town Council

FROM: Heather Colin, Assistant Town Manager

RE: Resolution to Approve a Three-Party Agreement between Buckwalter Association Inc., Beaufort County, and the Town of Bluffton to construct the connection road between Buckwalter Place and Washington Square

DATE: August 12, 2025

CC: Stephen Steese, Town Manager
Terry Finger, Town Attorney

REQUEST: To formalize the shared responsibilities between the Town of Bluffton, Beaufort County, and Southeastern Property Development, LLC (SEDA) to construct the Buckwalter Place Connector Road to Washington Square and accept the donation of right-of-way property to the Town.

BACKGROUND: The Buckwalter Place Master Plan, approved in 2007 and last amended in 2019, identifies a future Connector Road linking Innovation Drive and Discovery Drive to Washington Square. SEDA owns the 25.36-acre Parent Parcel and approximately 3 acres of Existing Roads needed for this project. Washington Square, located north of Buckwalter Place, previously constructed its portion of the road to the shared property line. The remaining segment within Buckwalter Place is currently unbuilt.

The Connector Road serves as a critical cross-access corridor, reducing the amount of traffic on Buckwalter Parkway and providing an alternate route for residents. The project is included in Beaufort County's Buckwalter Parkway Access Management Plan and is eligible for Transportation Impact Fee funding.

SUMMARY: The attached Agreement for Services and Conveyance of Real Property is a legal contract that has two key elements. The first focuses on the service component which outlines what work will be performed, who's responsible for the work, timelines and cost-sharing. The second is the conveyance of property which describes what property is being transferred and how it's being executed.

SEDA will construct the road segment that completes the cross-connection between Innovation Drive and the northern portion built by Washington Square, improving vehicular flow and emergency access. Total cost estimated at $1.2M, with each party

(Town, County, SEDA) contributing up to $400K; 10% overage allowance with pre-approval. SEDA will front construction costs and seek reimbursement upon project completion and Town/County review. SEDA will donate the Connector Road and adjacent existing roads to the Town, allowing the roads to become public infrastructure.

NEXT STEPS: Town Council approval of the Agreement for Services and Donation of Real Property and authorization for the Town Manager to execute all necessary documents, including accepting the right-of-way deed and submitting required plat applications.

ATTACHMENTS:

1. Resolution approving the three-party agreement for the Washington Square/Buckwalter Place Connector Road
    a. Exhibit A – Resolution Approving an Agreement for Services and Conveyance of Real Property
2. Proposed Motion

RESOLUTION NO. 2025-XX

TOWN OF BLUFFTON, SOUTH CAROLINA

A RESOLUTION OF THE TOWN OF BLUFFTON TOWN COUNCIL TO APPROVE AN AGREEMENT FOR SERVICES AND DONATION OF REAL PROPERTY WITH BEAUFORT COUNTY AND SOUTHEASTERN PROPERTY DEVELOPMENT, LLC (SEDA) FOR THE CONSTRUCTION OF THE BUCKWALTER CONNECTOR ROAD AND THE CONVEYANCE OF RIGHT-OF-WAY TO THE TOWN OF BLUFFTON

WHEREAS, the Buckwalter Place Master Plan, initially approved by Town Council on July 17, 2007, and last amended in April 2019, identifies the need for a Connector Road to link Innovation Drive and Discovery Drive to Washington Square; and

WHEREAS, Southeastern Property Development, LLC (SEDA), through its subsidiary Buckwalter Place Association, Inc., owns the real property consisting of approximately 25.36 acres, more or less, identified as the Parent Parcel, which includes the proposed right-of-way for the Connector Road; and

WHEREAS, Beaufort County has adopted and implemented Transportation Impact Fees to fund infrastructure improvements and designated the Connector Road as an eligible Capital Improvement Project in the Buckwalter Parkway Access Management Plan; and

WHEREAS, SEDA has obtained a Development Permit from the Town of Bluffton for the construction of the Connector Road and has agreed to construct the remaining segment of the road within Buckwalter Place to connect to the existing portion constructed by the Washington Square developer; and

WHEREAS, the Agreement for Services and Donation of Real Property establishes the roles and responsibilities of SEDA, the Town, and the County with respect to funding, construction, and ownership of the Connector Road, including each party contributing one-third (1/3) of the total estimated $1.2 million Project Cost and the transfer of road right-of-way to the Town; and

WHEREAS, the Agreement also provides for the conveyance of approximately 3 acres of existing rights-of-way known as Innovation Drive and Discovery Drive to the Town, thereby establishing the Connector Road and intersecting roads as public infrastructure; and

WHEREAS, Town Council finds it in the public interest to formalize this partnership and to authorize the Town Manager to execute all documents necessary to implement the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, AS FOLLOWS:

The Town Council hereby approves the Agreement for Services and Donation of Real Property between the Town of Bluffton, Beaufort County, and Southeastern Property Development, LLC (including its subsidiaries BC Buckwalter, LLC and Buckwalter Place Association, Inc.), a copy of which is attached hereto as Exhibit "A".

The Town Manager is hereby authorized to execute the Agreement and any associated documents, including acceptance of the deed of conveyance, plat approvals, and other administrative actions necessary to complete the Project and accept the donated right-of-way.

The Town Council acknowledges that the Connector Road will serve the public by improving connectivity, reducing congestion on Buckwalter Parkway, and enabling the use of Transportation Impact Fee funding in accordance with Beaufort County ordinances.

This Resolution shall become effective immediately upon its adoption.

ADOPTED this ___ day of _____, 2025 by the Town Council of the Town of Bluffton, South Carolina.

_____
Larry C. Toomer, Mayor
Town of Bluffton, South Carolina

_____
Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT)

AGREEMENT FOR SERVICES AND CONVEYANCE OF REAL PROPERTY

THIS AGREEMENT FOR SERVICES AND DONATION OF REAL PROPERTY ("***Agreement***") is made and entered into as of the latter date of execution below by and between the **TOWN OF BLUFFTON,** a South Carolina municipal corporation *(*the *"**Town**"),* **BEAUFORT COUNTY,** a political subdivision of the State of South Carolina (the *"**County**"),* and **SOUTHEASTERN PROPERTY DEVELOPMENT, LLC** and its subsidiaries **BC BUCKWALTER, LLC** and **BUCKWALTER PLACE ASSOCIATION, INC.** *(*collectively *"**SEDA**").* The Town, District, and SEDA may from time to time be referred to individually as a *"Party"* and collectively as the *"Parties."*

RECITALS:

WHEREAS, the Town of Bluffton Town Council (***"Town Council***") initially approved the Buckwalter Place Master Plan ("***BP Master Plan***") via majority vote on July 17, 2007, which is associated with real property located within the Town of Bluffton's jurisdiction. The BP Master Plan shows a right-of-way connecting Innovation Drive and Discovery Drive within Buckwalter Place ("***Connector Road***"); and,

WHEREAS, Buckwalter Place Association, Inc. currently owns the real property which contains the future right-of-way for the Connector Road consisting of approximately 25.36-acres, more or less, and identified as Beaufort County Tax Map No. R610 022 000 1101 0000, identified as Parcel G on the Plat in "**Exhibit A**" attached hereto and incorporated herein by reference; collectively hereinafter the "***Parent Parcel***"; and,

WHEREAS, the County, to address the transportation needs for the developing area adopted Transportation Impact Fees ("***Impact Fees***"), described in more detail herein, where said fees shall be used for specific projects including the Connector Road; and,

WHEREAS, the County and the Town entered into an agreement for the use of Impact Fees…..

WHEREAS, the Parties agree that the purpose of this Agreement is to permit the Parties to formalize the agreed upon responsibilities, covenants and obligations of each Party to fulfill the obligations established in the BP Master Plan to construct the Connector Road and complete the Project in a timely manner.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties hereto agree as follows:

I. **RECITALS INCORPORATED**. The foregoing recitals are hereby incorporated as though fully set forth herein.

II. **THE PROJECT DEFINED.** The Parties agree that for purposes of this Agreement, the "***Project***" is defined as the construction of the Connector Road on and across the Parent Parcel as approved in the BP Master Plan and as further shown and detailed in the Exhibits attached hereto.

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III. PROJECT BACKGROUND.

a. *Buckwalter Place.* The Town of Bluffton Town Council initially approved the Buckwalter Place Master Plan via majority vote on July 17, 2007, which was last revised in April 2019 and as fully provided for in "**Exhibit B**", attached hereto and incorporated herein by reference. The initial Master Plan and its subsequent amendments show the Connector Road connecting the development to the northern development, initially known as Parcel C4 and now known as Washington Square. The developer of Washington Square constructed the portion of the Connector Road up to the shared property line with Buckwalter Place when installing its infrastructure. The portion of the Connector Road within Buckwalter Place, beginning at the intersection of Innovation Drive and Discovery Drive and ending at its intersection with the existing portion constructed by Washington Square, has yet to be constructed.

SEDA obtained a Development Permit (DP-02-16-009495) from the Town on January 6, 2022, for the construction of the Connector Road, described in more detail in "**Exhibit C**", attached hereto and incorporated herein by reference.

b. *Connector Road Property and Existing Roads*. The general location of the Connector Road right-of-way is shown in the "Wetland Earthwork Plans for Connector Road to Parcel 4" provided in "**Exhibit D**", attached hereto and incorporated herein by reference.

SEDA also owns a portion of two rights-of-way which intersect with the Connector Road known as Innovation Drive and Discovery Drive consisting of consisting of approximately 3-acres, more or less, and identified as Beaufort County Tax Map No. R610-029-000-1720-0000 (the "Existing Roads") as shown on the Plat attached as "**Exhibit E**", attached hereto and incorporated herein by reference.

c. *Beaufort County Impact Fees.* The County approved a Transportation Impact Fee Ordinance and its corresponding Support Study with Ordinance 2023/08 on March 13, 2023. Pursuant to Beaufort County Code Section 82-34 "Accounts and Expenditures", the Transportation Impact Fees may only be expended as follows:

i. Beaufort County Code Section 82-34(b)(1) states that "expenditure of development impact fees shall be made only for the category of system improvements, and within or for the benefit of the service area, for which the development impact fee was imposed as shown by the relevant capital improvements plan and as authorized in the State Development Impact Fee Act".

ii. Beaufort County Code Section 82-87 includes Table 82-87b: Road Facility Project South of the Broad River of the Impact Fee Ordinance, which identifies Buckwalter Parkway Access Management as a Capital Improvement Project. To identify transportation needs for this area, the County approved an updated Buckwalter Parkway Access Management Plan via Ordinance 2022/07 on February 28, 2022, and Town Council subsequently adopted the Plan via Resolution on March 8, 2022. The Access Management Plan, Figure 3B (Exhibit A) identifies the Connector Road as a Cross Access Connection. Therefore, the Connector Road is a qualified and approved project for which Transportation Impact Fees may be expended.

IV. TERM AND SCHEDULE. The Parties agree that SEDA shall commence construction of Connector Road no later than _____, 2025, and the Project shall be completed no later than _____, 2026. The Project shall be considered completed when SEDA obtains a certification of completion from _____ stating the work was completed and is in compliance with all State and local laws, regulations and requirements.

V. PROJECT WORK. The Parties acknowledge and agree that SEDA shall be solely responsible for all work related to the Project including, but not limited to, obtaining permits and approvals, site preparation, construction of Connector Road, and all other services and actions associated with and necessary to complete the Project.

VI. PROJECT COST AND PAYMENT.

a. *Project Cost.* SEDA has provided a breakdown of the costs associated with the Project, with a total cost of One Million Two Hundred Thousand ($1,200,000) Dollars; the details and breakdown of costs are fully shown in "**Exhibit F**", attached hereto and incorporated herein by reference; collectively hereinafter referred to as the "***Project Cost***". SEDA shall be solely responsible for the initial costs associated with the Project and shall be reimbursed for a portion of the Project Cost as established in this Agreement.

b. *Project Cost Reimbursement Amount.* The Parties acknowledge and agree to the Project Cost, and to those terms and conditions contained in this Agreement that may affect the amount associated with the Project Cost. The Parties agree to each individually be solely responsible for a third (1/3) of the Project Cost in an amount not to exceed Four Hundred Thousand ($400,000) Dollars except for any additional costs that are endured pursuant to the terms of this Agreement, specifically to include any Overage Costs as established in this Agreement.

c. *Request for Payment.* Following completion of the Project, whereby completion has occurred once the final approvals have been provided to SEDA by _____, SEDA shall provide separate written requests to the Town and to the County for payment of the Party's portion of the Project Costs. The required written request shall be made pursuant to Section X of this Agreement. The written request required in this Section shall include a complete breakdown of the total Project Cost.

d. *Project Cost Overages.* The Parties acknowledge and agree that cost overages may occur as the Project progresses due to unexpected cost inflation, unforeseen circumstances and environmental project delays. The Parties agree to cost overages in an amount not to exceed ten (10%) percent of the Project Cost shown in Exhibit F. If cost overages exceed ten (10%) percent of the Project Cost, then SEDA shall provide the Town and the County a written explanation of said overages prior to the expenses be incurred and shall obtain approval from the Town and County prior to incurring the expenses. Failure by SEDA to obtain said prior approval may result in the Town or the County not reimbursing SEDA for the overages. The Parties agree to each individually be solely responsible for a third (1/3) of any cost overages resulting from the terms and conditions in this section.

e. *Review of Project Cost.* Following a written request from SEDA pursuant to Section III(c), the Town and County shall have ten (10) business days to review the Project Cost breakdown and

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provide a written request to SEDA for additional information or details associated with any or all of the Project Cost. SEDA must provide a written response to the aforementioned inquiry within ten (10) business days, failure to provide said response shall result in an automatic amendment to any cost dispute to the benefit of the Town or County.

f. *Payment by Parties.* Pursuant to Section III(a) of this Agreement, SEDA shall initially be responsible for the total cost of the Project. The Parties acknowledge and agree that SEDA is not required to pay any other Party any amount of funds for the Project Cost.

The Town and County shall provide payment to SEDA for its portion of the Project Cost within Forty-Five (45) days from either: 1) the date of the written request required in Section III(c), or 2) following completion of a review of the Project Cost established in Section III(d); whichever date comes later.

i. Form of Payment. The Parties acknowledge and agree that the Town and County shall remit payment to SEDA in the form of a written check and mailed to the address provided for in Section X of this Agreement.

VII. CONVEYANCE OF RIGHT-OF-WAY. The Parties acknowledge and agree that in order to allow the use of Impact Fees for the construction of the Connector Road, the right-of-way must be a public road which requires its transfer to a public entity. As the Project may impact the Existing Roads which may utilize Impact Fees, the Existing Roads should also be public roads owned by a public entity. Therefore, SEDA, specifically Buckwalter Place Association, Inc., agrees to convey a limited warranty deed to the Town prior to the start of construction, for a nominal consideration in the amount of Ten and 00/100 ($10.00) Dollars and exclusive of any development rights, the Connector Road and the Existing Roads pursuant to a separate Donation Agreement and approval by Resolution of Town Council. The Town shall be responsible for the cost of the necessary subdivision plat to create the Connector Road right-of-way and submit application for review and approval.

VIII. RECORDS AND REPORTS.

a. *Record Retention, Reports and Access.* The Parties shall maintain all records and reports connected with this Agreement and the Project for a period of at least four (4) years following the Effective Date. During the aforementioned retention period or at anytime during a term of this Agreement, the Town or County may request access to any and all records associated with this Agreement or the Project; and SEDA shall provide requested records within ten (10) business days from the date of receipt of the written request.

b. *Accounting Report.* SEDA acknowledges and understands that the funds associated with this Agreement are public monies and shall be used only for the purposes stated in this Agreement. SEDA agrees to comply with any and all requests from the Town or the County regarding accounting reports including, but not limited to, breakdown of Project Cost, payments to vendors, payments to contractors or payments for licenses or permits. Failure to provide the requested documents may result in the Town or County denying payment of the reimbursement for the Project Cost.

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IX. TERMINATION. Any Party terminate this Agreement with or without cause, thirty (30) calendar days prior to commencement of construction of the Connector Road with a written notice to all other Parties. If thirty (30) calendar days prior to construction is initiated, then Town or the County terminate this Agreement, then SEDA shall be reimbursed for any expended funds that were included in the Project Cost. If SEDA terminates this Agreement at anytime, the Town nor the County shall be responsible for any costs associated with the Project nor required to provide any payments to SEDA for any Project Cost.

X. NOTICES. Whenever notice is required or permitted under the terms of this Agreement, it shall be in writing and personally delivered or sent postage or delivery charges prepaid by either (a) United States mail, certified, return receipt requested, in which case notice shall be deemed given on the certified date of delivery or rejection of delivery, or (b) by any national express delivery service which provides evidence of delivery. All notices shall be addressed to the following address (or at such other address as may hereafter be substituted by notice in writing thereof):

The County: **Beaufort County**
Attn: Mike Moore, *Administrator*
100 Ribaut Road
Beaufort, SC 29902
Phone: 843.255.2000
Email: Mmoore@bcgov.net

With Copy to: **Beaufort County Attorney**
Attn: Brian Hulbert
100 Ribaut Road
Beaufort, SC 29902
Phone: 843.255.2055
Email: brian.hulbert@bcgov.net

The Town: **Town of Bluffton**
Attn: Stephen Steese, *Town Manager*
1 Town Center Court
Hilton Head Island, SC29928
Phone: 843-341-4600
Email: marco@hiltonheadislandsc.gov

With Copy to: **Finger, Melnick, Brooks & LaBruce, P.A.**
Attn: Terry L. Finger, Esq.
P.O. Box 24005
Hilton Head Island, SC 29925
Phone: 843.681.7000
Emal: tfinger@fingerlaw.com

To SEDA:
Southeastern Property Development, LLC
Attn: _____
_____
_____
Ph. _____
Em. _____

To SEDA: **BC Buckwalter, LLC**
Attn: _____
_____
_____
Ph. _____
Em. _____

To SEDA **Buckwalter Place Association, Inc.**
Attn: _____
_____
_____
Ph. _____
Em. _____

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XI. **COMPLIANCE WITH LAWS**. In execution of this Agreement, SEDA certifies and agrees that it is and shall continue to conduct all activities, construction and business in compliance with all applicable federal, state, and local laws, regulations and ordinances and to obtain and maintain all appropriate permits and consents. The terms of this Section shall survive termination of this Agreement. **Failure to comply with this Section and/or failure to construct the Connector Road in compliance with the applicable laws and regulations may result in partial or full denial of reimbursement by either the Town or the County, or both.**

a. *Conflict of Interest.* SEDA shall comply with all applicable conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. SEDA warrants that as of the Effective Date it is not aware of any facts that create a conflict of interest. If SEDA hereafter becomes aware of any facts that may reasonably be construed to create a conflict of interest, SEDA shall immediately inform the Town and County, and disclose all relevant facts in writing. Failure to comply with this Section shall be deemed a breach of the Agreement and may result in the immediate termination of the Agreement.

XII. **INDEMNIFICATION.** SEDA shall, at its cost and expense, protect, defend, indemnify and hold harmless the Town and County, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorney's fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of SEDA, its directors, officers, employees, or agents, relating in any way to SEDA's performance under this Agreement.

XIII. **ASSIGNMENT.** The Parties understand and agree that SEDA may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the Town and County a fully executed Assignment Agreement, approved by the Parties who executed and approved this original Agreement.

XIV. **NON-DISCRIMINATION.** The Parties certifies that in the performance of this Agreement, no Paty will not discriminate any person, client, or subcontractor on account of race, color, sex, age, religion, handicap, or national origin. It is the policy of the Town to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, the Town gives notice to all vendors or businesses that the Town assures full compliance with Title VI and its related statues in all programs, activities, and contracts. It is the policy of the Town that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts based on race, color, national origin, age, sex, disability, religion, or language. Pursuant to Title VI requirements, any entity that enters into a contract or agreement with the Town including, but not limited to vendors or businesses, may not discriminate based on race, color, national origin, age, sex, disability, religion, or language.

XV. **MISCELLANEOUS.**

a. *Relationship of the Parties*. Notwithstanding any provision hereof, for the purposes of this Agreement each Party is an independent party and nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or any other type of agency relationship. The Parties acknowledge, understand and

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agree that this Agreement does not create a fiduciary relationship between the Parties nor does it create any obligations unless contained in the terms of this Agreement.

b. *Construction of Agreement.* Each Party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto or thereto by any court by reason of such Party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.

c. *Sole Agreement, Merger, and Amendments.* This Agreement contains all of the terms and conditions agreed to between the Parties and supersedes all prior agreements, and there are no oral agreements relating to the transaction covered hereby. All other discussions, proposals, agreements or offers are merged into this Agreement. This Agreement cannot be amended, altered, changed or modified unless each such alteration, amendment, change or modification shall have been set forth in writing in its entirety and signed and delivered by each Party.

d. *Counterparts.* This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

e. *Good Faith.* The Parties shall act in good faith in performing and discharging their respective duties and obligations hereunder. Any provision requiring the approval of either Party shall not be unreasonably withheld. The Parties shall execute and deliver such other instruments and documents as reasonably may be necessary to implement and effectuate the terms of this Agreement.

f. *Waiver.* No provision, condition or covenant of this Agreement shall be waived by either Party hereto except by a written instrument delivered to the other Party and signed by the Party consenting thereto. If the Town fails to enforce any provision of this Agreement, that failure does not waive the provision or Town's right to enforce it.

g. *Successors and Assigns.* All provisions of this Agreement shall be binding on and inure to the benefit of each Party and each Party's respective heirs, executors, legal representatives, successors, successors in title and assigns.

h. *Time of the Essence.* Time is of the essence of this Agreement, although a request for additional time should not be unreasonably withheld when the additional time is needed by a Party to receive the approval and authority required by either local or state law.

i. *Captions.* The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

j. *Severability.* If any provision of this Agreement is held to be illegal, invalid or unenforceable, then this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

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k. *Applicable Law.* This Agreement has been made in the State of South Carolina, and shall be interpreted in accordance with South Carolina law, and any enforcement of this Agreement shall be brought in the State of South Carolina.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures hereto on the Effective Date.

Town of Bluffton:
WITNESSES:

_____ _____
Stephen Steese
_____ *Town Manager*

Beaufort County:
WITNESSES:

_____ _____
Michael Moore
_____ *County Administrator*

Southeastern Property Development, LLC:
WITNESSES:

_____ _____
_____ _____

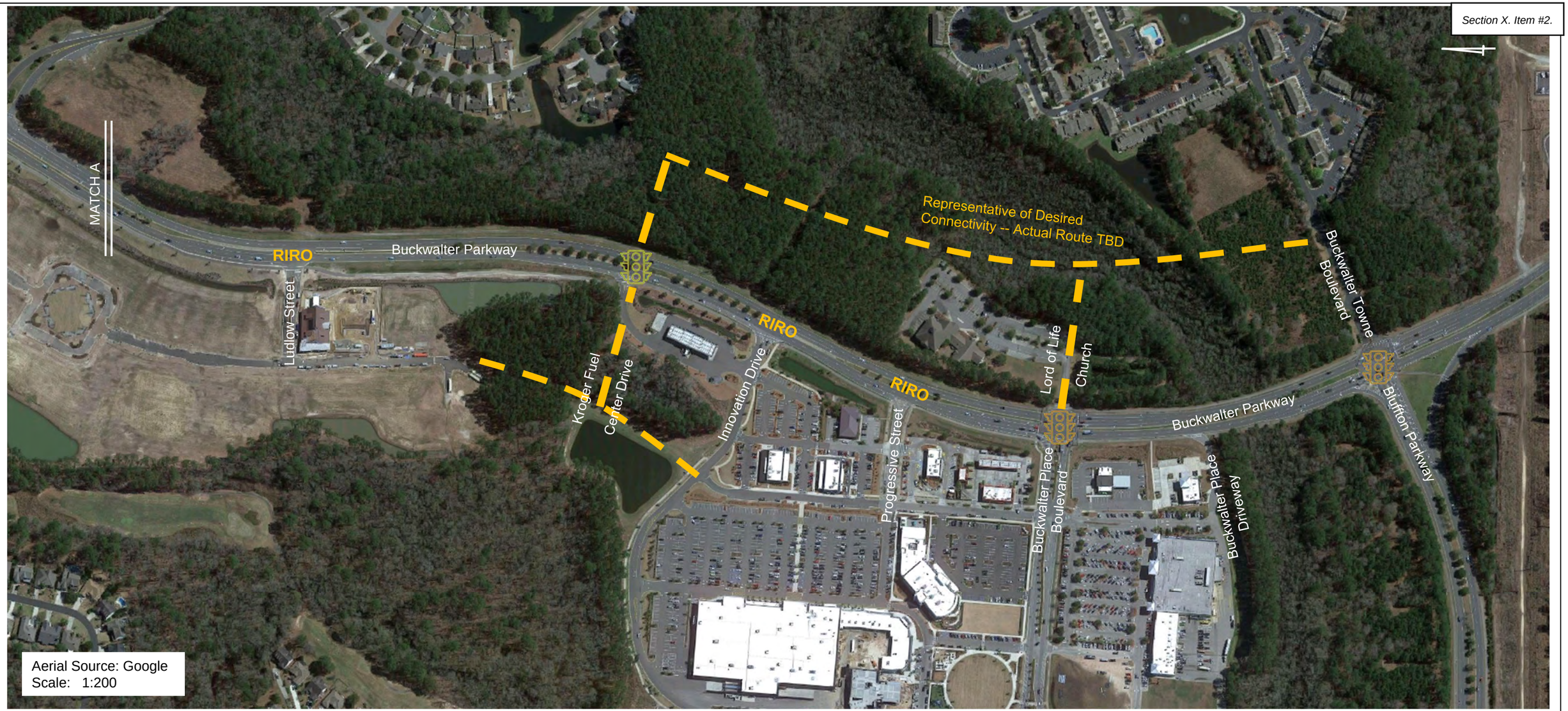
BC Buckwalter, LLC:
WITNESSES:

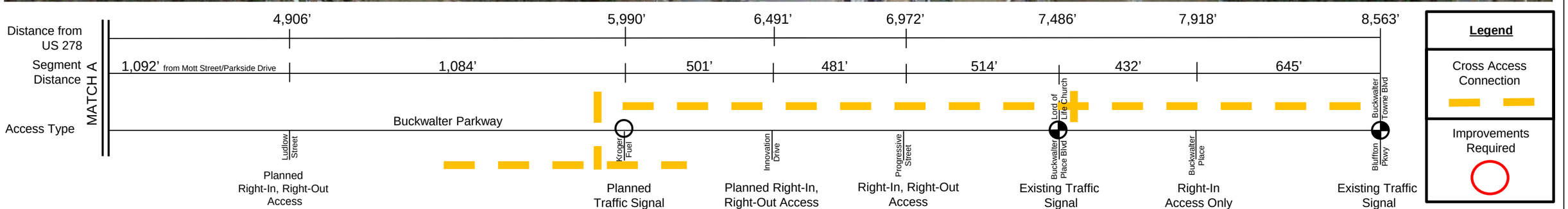
_____ _____
_____ _____

Buckwalter Place Association, Inc.:
WITNESSES:

_____ _____
_____ _____

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BIHL ENGINEERING

Buckwalter Access Management Plan Update

Access Management Plan

Figure 3B

AN EXHIBIT OF

BUCKWALTER PLACE

(BEING A PORTION OF THE BUCKWALTER TRACT)

THE TOWN OF BLUFFTON
SOUTH CAROLINA

PREPARED FOR:

PARCEL 6, LLC.

EXHIBIT A

DEVELOPMENT MASTER PLAN

PREPARED BY:

THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

LS3P ASSOCIATES, LTD.

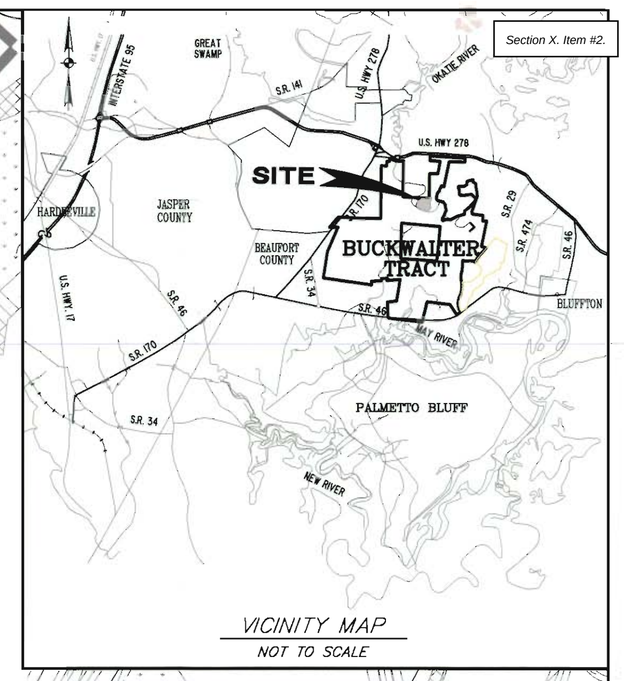
EDWARD PINCKNEY ASSOCIATES, LTD.

JOB # 18838 SCALE: 1" = 200' DATE: AUGUST 28, 2006
REVISED: OCTOBER 16, 2006
REVISED: JUNE 11, 2007

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.



VICINITY MAP
NOT TO SCALE

PARCEL C4

ISLAND WEST

WETLANDS BUFFER (TYPICAL)

PUD BUFFER

TO ISLAND WEST

FRESHWATER WETLANDS (TYPICAL)

PROJECT BOUNDARY (TYPICAL)

TOWN OF BLUFFTON BEAUFORT COUNTY COMPLEX

BUCKWALTER PARKWAY

WOODBRIDGE

APPROXIMATE LOCATION OF RIGHT IN/RIGHT OUT ACCESS POINT

550'±

APPROXIMATE LOCATION OF FULL MEDIAN CUT ACCESS POINT

430'±

APPROXIMATE LOCATION OF RIGHT IN/RIGHT OUT ACCESS POINT

510'±

PROPOSED TRAFFIC SIGNAL

APPROXIMATE LOCATION OF EXISTING FULL MEDIAN CUT ACCESS POINT

TO HAMPTON PARKWAY

PROPOSED LEISURE TRAIL (TYPICAL)

REGENCY CENTER

PARCEL C7

1,070'

PARCEL 7A

PARCEL 7B

BLUFFTON PARKWAY PHASE IV

1,500'±

200' SANTEE COOPER POWER EASEMENT

PARCEL 11

GRANDE OAKS PUD

NOTE: ROAD NAMES TO BE FINALIZED AT DEVELOPMENT PERMIT STAGE.

SITE DATA

IMPERVIOUS AREA= 47.96%	
BUILDINGS	16.12 AC
PAVING	14.25 AC
SIDEWALKS	6.42 AC
SWIMMING POOLS	0.04 AC
LAGOONS	2.88 AC
TOTAL	39.71 AC
PERVIOUS AREA = 52.04%	
GRASSED AREAS	11.85 AC
WETLAND BUFFER	5.44 AC
WETLANDS	25.80 AC
TOTAL	43.09 AC
OPEN SPACE = 30.65%	
GRASSED AREAS	11.85 AC
LAGOONS	2.88 AC
BUFFERS(perimeter,wetland)	10.65 AC
TOTAL	25.38 AC

TOTAL AREA

EXISTING UPLAND AREA	54.40 ACRES
PERMITTED WETLAND FILL	2.60 ACRES
TOTAL UPLAND AREA	57.00 ACRES
WETLAND BUFFERS	5.44 ACRES
NET UPLAND	51.56 ACRES
TOTAL UPLAND AREA	57.00 ACRES
WETLAND AREA	25.80 ACRES
TOTAL SITE	82.80 ACRES
PARKING SPACES PROVIDED	5,392 SPACES
TOTAL	86.33 ACRES

LEGEND

- GRASSED AREA
- PAVEMENT
- BUILDINGS
- LAGOONS
- WALKS
- AREA OF DEVELOPMENT BY OTHERS
- LEISURE TRAIL

TOWN OF BLUFFTON
APPROVED



PREPARED BY:

Witmer·Jones·Keefer Ltd.
landscape architecture land planning

DON RYAN
CENTER FOR INNOVATION

BUCKWALTER PLACE COMMERCE PARK

MASTER PLAN

BLUFFTON, SOUTH CAROLINA

APRIL 2019

NOTE: PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

TOWN OF BLUFFTON EST. 1825 SOUTH CAROLINA

TOWN OF BLUFFTON
FINAL PLAN APPROVAL

APPLICATION NO.: DP-02-16-009495
APPLICATION TYPE: Development Plan

ISSUE DATE: 01/06/2022
APPROVAL DATE: 07/13/2016
EXPIRATION DATE: 07/13/2018

PARCEL NO.: R610 029 000 0786 0000
PROPERTY ADDRESS: 27 DISCOVERY DR, BLUFFTON SC 29910
ZONING DISTRICT: Planned Unit Development

APPLICANT: Carolina Engineering Consultants, Inc.

OWNER: Phil Madhere
BC Buckwalter LLC

DESCRIPTION: This approval is granted for a Development Plan for a Kroger and mixed use development located on the approx. 39 acres in the Buckwalter Place development. The project scope includes a Kroge grocery store, retail, restaurants, 124 multi family units, fuel center and a park. This approval is based on Site Development Plans prepared by Thomas and Hutton engineers, dated 5/13/2016 and Landscape Plan prepared by Wittmer, Jones Keefer dated June 30, 2016.
STATUS: DEVELOPMENT PLAN AMENDMENTAPPROVED 2/14/2017 based on Thomas & Hutton Engineer date stamped plans last modified January 10, 2017. AND Wittmer, Jones, Keefer dated July 22, 2016.
05/19/2020: An application for a Development Plan Amendment for construction of the TCL Culinary Institu has been submitted for review. Comments will be reviewed at the May 27 meeting of the DRC.
STATUS UPDATE: Re-submittal to address parking for the project is required Awaiting re-submittal.
STATUS 08/13/2020: Re-submittal application materials received. Comments will be provided by 8/21/2020.
STATUS 08/27/2020: Re-submittal to address comments received. The Amendment is approved with the following CONDITIONS OF APPROVAL:
STATUS 12/20/21: The Connector Road to Parcel 4 was on the agenda for the 12-20-21 DRC meeting an was subsequently approved without comments.

A shared parking agreement, recorded with Beaufort County, to provide parking for the TCL Culinary Institute will be required prior to the issuance of the Certificate of Occupancy for the building.

12/21/2021

TOWN OF BLUFFTON APPROVAL SIGNATURE

DATE

The Applicant must schedule and host a Pre-Construction Meeting with Town Staff, the design engineer, the site general contractor, and any other necessary personnel involved in the horizontal construction. After the this meeting is conducted, the Applicant will be provided a Conditional Notice to Proceed authorizing the installation of tree protection fencing and erosion control devices. Upon installation of such fencing and devices, the Applicant must schedule Pre-Clearing and Stormwater Inspections of the completed work. Once approved by the Town, the Applicant will be provided a Notice to Proceed authorizing the commencement of horizontal construction as depicted in this Final Plan Approval.

Z:\2025\25125.0004\ENGINEERING\04 PANELS\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS\25125.0004 - EE.DWG - Nov 18, 2021 - 7:59 AM

WETLAND EARTHWORK PLANS

FOR

CONNECTOR ROAD TO PARCEL 4

BLUFFTON, SOUTH CAROLINA

PREPARED FOR:

BC BUCKWALTER, LLC

2473 PERIMETER PARKWAY BUILDING 100, SUITE 370, AUGUSTA, GA 30909

TM# R610-022-000-1101-0000

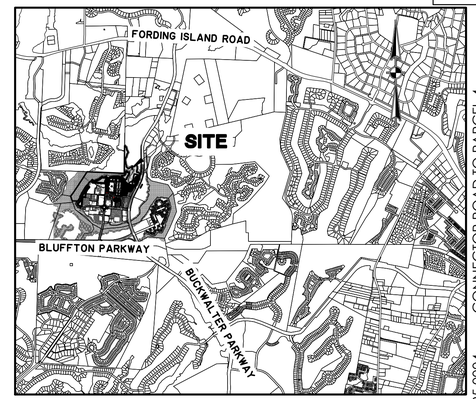
NOVEMBER 18, 2021

J-25125.0004

PREPARED BY:

THOMAS & HUTTON

WETLAND EARTHWORK
CONNECTOR ROAD TO PARCEL 4
VERTICAL DATUM: NAVD 88



VICINITY MAP
SCALE: 1" = 3000'

J-25125.0004
11/18/2021
CONNECTOR ROAD TO PARCEL 4

PERMIT SET - FOR REVIEW PURPOSES ONLY

Sheet List Table	
Sheet Number	Sheet Title
CO	COVER SHEET
G1.1	GENERAL NOTES AND SHEET INDEX
G2.1	EXISTING CONDITIONS PLAN
C1.1	LAYOUT PLAN
C2.1	GRADING & DRAINAGE PLAN
C3.2	GRADING & DRAINAGE DETAILS
EC1.1	ES & PC NOTES
EC1.2	ES & PC NOTES
EC2.1	ES & PC PLAN - INITIAL PHASE
EC3.1	ES & PC PLAN - INTERMEDIATE PHASE
EC4.1	ES & PC PLAN - STABILIZATION PHASE
EC5.1	ES & PC DETAILS

REVISION HISTORY

REV. NO.	REVISION	BY	DATE

SUBMITTAL HISTORY

SUBMITTED TO	DATE
TOWN OF BLUFFTON	11/18/2021

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 25353 NATHAN B. LONG

SOUTH CAROLINA THOMAS & HUTTON ENGINEERING CO. No. C00285 CERTIFICATE OF AUTHORIZATION

PERMIT SET - FOR REVIEW PURPOSES ONLY

811 Know what's below. Call before you dig.

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405
p.912.234.5300
www.thomasandhutton.com

Z:\2025\2525.0004\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS\2525.0004 - DESIGN - Tue, 04 Nov 2025 - 7:59 AM

ABBREVIATIONS

HDPE	HIGH DENSITY POLYETHYLENE		FR	FRAME		RCP	REINFORCED CONCRETE PIPE
BOT	BOTTOM		GB	GRADE BREAK		RJP	RESTRAINED JOINT PIPE
BFS	BEGIN FULL SUPER		GI	GRATE INLET		R/W	RIGHT-OF-WAY
BNC	BEGIN NORMAL CROWN		GV	GATE VALVE		RC	REVERSE CROWN
BNS	BEGIN NORMAL SHOULDER		INV	INVERT ELEVATION		SD	STORM DRAINAGE
BV	BUTTERFLY VALVE		JB	JUNCTION BOX		SDMH	STORM DRAINAGE MANHOLE
CI	CURB INLET		LF	LINEAR FEET		SF	SQUARE FEET
CV	CHECK VALVE		LC	LEVEL CROWN		SS	SANITARY SEWER
CPP	CORRUGATED PLASTIC PIPE		LSM	LOW SHOULDER MATCH		TC	TOP OF CONCRETE
DIP	DUCTILE IRON PIPE		MAX	MAXIMUM		TG	TOP OF GRAVEL
EL	ELEVATION		MIN	MINIMUM		TP	TOP OF PAVEMENT
EFS	END FULL SUPER		MH	MANHOLE		SW	TOP OF SIDEWALK
ENC	END NORMAL CROWN		OC	ON CENTER		TYP	TYPICAL
ENS	END NORMAL SHOULDER		PC	POINT OF CURVE		W	WATER
EOA	END OF ALIGNMENT		PH	POST HYDRANT		W/	WITH
FG	FINISH GRADE		PT	POINT OF TANGENT		WV	WATER VALVE
FH	FIRE HYDRANT		PVC	POLYVINYL CHLORIDE		YI	YARD INLET
FM	FORCE MAIN (SANITARY SEWER)		PV	PLUG VALVE			

WATER LEGEND

DESCRIPTION	EXISTING	PROPOSED
WATER MAIN	10"W	10"W
SINGLE SERVICE LATERAL		
DOUBLE SERVICE LATERAL		
VALVE AND BOX		
FIRE HYDRANT W/VALVE & BOX		
POST HYDRANT		
REDUCER		
BACKFLOW PREVENTOR		
CROSS		
TEE		
90° BEND - HORIZONTAL		
45° BEND - HORIZONTAL		
22-½° BEND - HORIZONTAL		
11-¼° BEND - HORIZONTAL		
BEND - VERTICAL		
CAP		

SEWER LEGEND

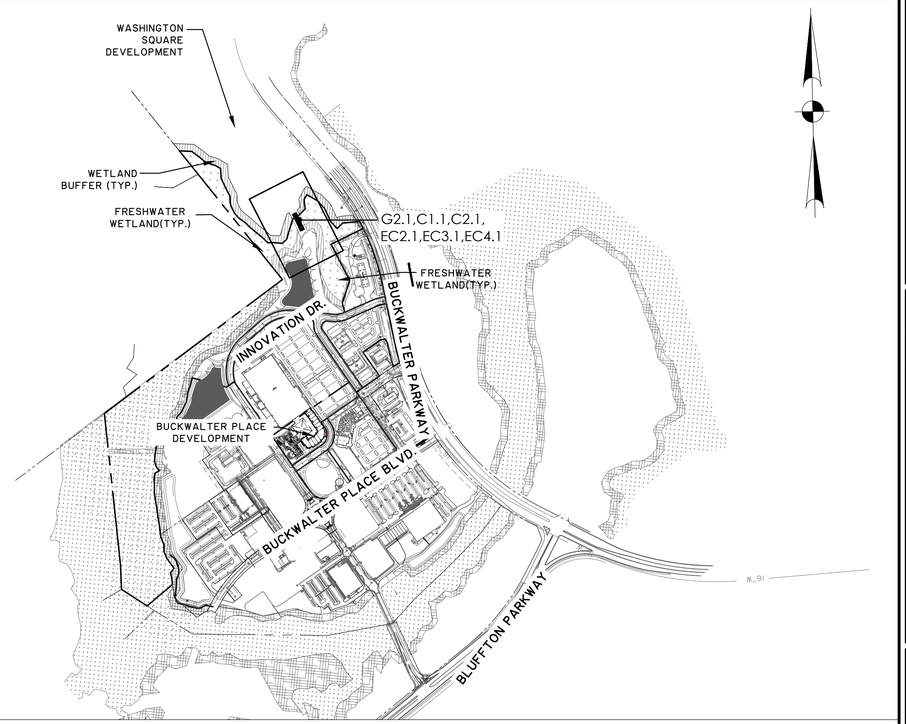
DESCRIPTION	EXISTING	PROPOSED
GRAVITY PIPE	SS	
SINGLE SERVICE LATERAL		
DOUBLE SERVICE LATERAL		
MANHOLE		
CLEANOUT		
FORCEMAIN	10"FM	10"FM
VALVE AND BOX		
FLUSH HYDRANT		
REDUCER		
BACKFLOW PREVENTOR		
CROSS		
TEE		
90° BEND - HORIZONTAL		
45° BEND - HORIZONTAL		
22-½° BEND - HORIZONTAL		
11-¼° BEND - HORIZONTAL		
BEND - VERTICAL		
PLUG		

HATCH LEGEND

SUITABLE ROAD FILL	
WETLAND	
PRESERVED WETLAND BUFFER	

DRAINAGE LEGEND

DESCRIPTION	EXISTING	PROPOSED
PIPE		
DITCH		
CURB INLET		
GRATE INLET		
JUNCTION BOX		
OUTLET STRUCTURE		



INDEX

SCALE: 1" = 500'

GENERAL NOTES

1. BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY THOMAS AND HUTTON. ALL TOPOGRAPHIC INFORMATION IS BASED ON AVAILABLE LIDAR DATA USING NAVD88 VERTICAL DATUM. COORDINATES ARE BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM OF NAD 1983. VERIFY CHANGES IN ELEVATIONS IN ROADBEDS AND OTHER AREAS RESULTING FROM CONTRACTOR CLEARING AND STRIPPING.
2. SEE SURVEY CONTROL PLAN FOR BENCHMARKS. HORIZONTAL AND VERTICAL CONTROL SHOWN IN THESE PLANS ARE TO BE USED FOR ALL LAYOUT AND RECORD DATA FOR THIS PROJECT. IF DISCREPANCIES ARE FOUND CONTACT THOMAS AND HUTTON BEFORE PROCEEDING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH SUPPLEMENTAL CONTROL WITHIN THE PROJECT AS NEEDED. CONTRACTOR IS TO VERIFY ACCURACY OF ANY TEMPORARY BENCHMARKS SHOWN PRIOR TO UTILIZING THEM FOR CONSTRUCTION.
3. THE EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION, CONTRACTOR SHALL COORDINATE ALL WORK WITH THE OWNER AND UTILITY COMPANIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WITH ANY DISCREPANCIES AND TAKE STEPS TO PROTECT THE LINE(S) AND ENSURE CONTINUED SERVICE. DAMAGE CAUSED TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST. ADDITIONALLY, THE CONTRACTOR SHALL CONFIRM THE CONNECTION POINTS OF NEW UTILITIES TO EXISTING UTILITIES PRIOR TO BEGINNING NEW CONSTRUCTION.
4. CONTRACTOR SHALL VERIFY EXISTING UTILITY ELEVATIONS AND INVERTS BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY WITH DISCREPANCIES AND AWAIT WRITTEN RESPONSE FROM ENGINEER PRIOR TO PROCEEDING WITH INSTALLATION. EXISTING FRAMES, WITHIN DISTURBED LIMITS, SHALL BE ADJUSTED TO PROPOSED GRADES.
5. SHOULD PIPE, FITTINGS, AND OTHER MATERIALS BE NEEDED IN ADDITION TO THAT SHOWN ON THE DRAWINGS BECAUSE PIPELINE WAS NOT INSTALLED TO THE ALIGNMENT AND PROFILE SHOWN, THEN THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THOSE NECESSARY MATERIALS AND PROVIDING THE EQUIPMENT AND LABOR TO INSTALL THEM TO MEET THE DESIGN INTENT OF THE WATER MAIN AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER 48 HOURS IN ADVANCE OF ALL REQUIRED TESTS AND OBSERVATIONS.
7. ALL WATER USED FOR CONSTRUCTION SHALL BE METERED THROUGH AN ACCEPTABLE BACK FLOW PREVENTION DEVICE AND FIRE HYDRANT METER.
8. REFER TO EROSION CONTROL SHEETS FOR NOTES REGARDING EROSION AND SEDIMENTATION CONTROL.
9. ALL SIGNAGE AND STRIPING SHALL BE COMPLETED PER SCDOT STANDARDS.
10. ALL TRAFFIC CONTROL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL ON "UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AND "SOUTH CAROLINA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BOTH CURRENT EDITIONS.
11. ALL MATERIALS AND ACCESSORIES SHALL, UNLESS OTHERWISE DIRECTED, BE UNLOADED AND STORED WHERE THEY WILL BE PROTECTED AND WILL NOT BE HAZARDOUS TO TRAFFIC. THEY SHALL, AT ALL TIMES, BE HANDLED WITH CARE TO AVOID DAMAGE. THE INTERIOR OF ALL PIPES, FITTINGS, AND OTHER ACCESSORIES SHALL BE KEPT FREE FROM DIRT AND FOREIGN MATTER AT ALL TIMES. CLEAN THE INTERIOR OF ALL PIPES BY BRUSHING, SWABBING OR WASHING OUT BEFORE LAYING.
12. CONTRACTOR SHALL FLUSH ALL INLETS AND PIPE AT THE COMPLETION OF CONSTRUCTION TO REMOVE SILT AND DEBRIS. THE CLEANING AND FLUSHING OF INLETS AND PIPE (EXISTING AND PROPOSED) SHALL BE CONSIDERED PART OF THE COST FOR PIPE ON THE PROJECT. ALL DRAINAGE SYSTEMS TO WHICH PIPES ARE TO BE CONNECTED SHALL BE FLUSHED.
13. BACK FILL NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE PROVIDED BY THE CONTRACTOR FROM ONSITE EXCAVATION SHOWN ON PLANS, OR SOURCES DEVELOPED BY THE CONTRACTOR AND CONFORMING TO THE CONTRACT SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR EXCAVATION, HAULING AND PLACING THE FILL AS SHOWN ON THE PLANS. GEOTECHNICAL CONSULTANT SHALL DETERMINE IF FILL MATERIALS ARE SUITABLE FOR FILL AREAS.
14. ALL ITEMS WHICH MUST BE REMOVED BY THE CONTRACTOR DURING CONSTRUCTION, INCLUDING EARTHWORK MATERIAL, AND WHICH ARE NOT SHOWN TO BE PAID FOR OTHERWISE, ARE TO BE REMOVED WITHOUT ADDITIONAL PAYMENT.
15. CONTRACTOR SHALL PROTECT OR RESET ALL EXISTING MARKERS AND PROPERTY CORNERS PRIOR TO FINAL PAYMENT. ALL REQUIRED MARKERS SHALL BE INSTALLED BY REGISTERED SURVEYOR IN THE STATE OF SOUTH CAROLINA.
16. CONTRACTOR TO REMOVE ALL EROSION AND SEDIMENTATION CONTROL DEVICES PRIOR TO FINAL PAYMENT. COSTS FOR REMOVAL OF THESE DEVICES SHALL BE INCLUDED IN THE CORRESPONDING LINE ITEM COST ON THE BID FORM.
17. ALL DAMAGE CAUSED BY CONSTRUCTION IS TO BE REPLACED AT THE CONTRACTOR'S EXPENSE.
18. IT IS THE OBLIGATION OF THE CONTRACTOR TO MAKE THEIR OWN INTERPRETATION OF ALL SURFACE AND SUBSURFACE DATA AVAILABLE AS TO THE NATURE AND EXTENT OF THE MATERIALS TO BE EXCAVATED, WASTED, GRADED AND COMPACTED. THE INFORMATION SHOWN ON THESE PLANS IN NO WAY GUARANTEES THE AMOUNT OR NATURE OF THE MATERIALS TO BE ENCOUNTERED.
19. THE CONTRACTOR SHALL NOT BEGIN CONSTRUCTION UNTIL THE PROPER PERMITS HAVE BEEN OBTAINED.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PHASING OF CONSTRUCTION AND THE COORDINATION, SEQUENCING AND SUPERVISION OF CONSTRUCTION ACTIVITIES. ANY AND ALL COSTS ASSOCIATED WITH PROJECT PHASING WILL BE BORNE IN FULL BY THE CONTRACTOR. NO SEPARATE PAYMENT WILL BE MADE FOR ITEMS, MATERIALS OR PERSONNEL NOT SPECIFICALLY LISTED ON THE BID FORM.
21. CONTRACTOR SHALL COORDINATE WITH AN OWNER DESIGNATED GEOTECHNICAL CONSULTANT TO ENSURE FILL PLACED IS SUITABLE FOR ROADWAY CONSTRUCTION AND IS PLACED IN LIFTS AS DEEMED APPROPRIATE BY THE GEOTECHNICAL ENGINEER.
22. EACH EXISTING ROAD WILL BE CLEANED UP AND RESTORED DAILY. COORDINATE WITH OWNER IF ROADWAY ACCESS CANNOT BE MAINTAINED PRIOR TO PROCEEDING WITH BLOCKAGE.
23. FRESHWATER WETLANDS EXIST IN THE PROJECT SITE. CONTRACTOR IS RESPONSIBLE FOR ADHERING TO ALL WETLAND AND WETLAND LINE BUFFERS THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL OBTAIN A COPY OF WETLAND ARMY CORPS PERMIT #2001-IG-122 AND COMPLY WITH ALL REQUIREMENTS LISTED WITHIN WHEN PERFORMING WORK.
24. CONTRACTOR SHALL GRADE AREAS TO DRAIN FOR POSITIVE FLOW PRIOR TO FINAL ACCEPTANCE.
25. THE TOWN OF BLUFFTON STORMWATER DIVISION SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO ANY DEWATERING ACTIVITIES.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL PERMITS AND LICENSES, AS REQUIRED BY BEAUFORT COUNTY AND/OR THE TOWN OF BLUFFTON ORDINANCES.
27. CONTRACTOR SHALL NOTIFY OWNER 45 DAYS IN ADVANCE, PRIOR TO BLOCKAGE OF EXISTING ROADWAY, TO ALLOW AMPLE TIME FOR ANY NOTIFICATIONS TO OTHERS.

UTILITIES:

WATER AND SEWER
BEAUFORT JASPER WATER AND SEWER AUTHORITY
6 SNAKE ROAD
OKATIE, SC 29909
843-987-9250

ELECTRIC
PALMETTO ELECTRIC COOPERATIVE, INC.
ONE COOPERATIVE WAY
HARDEEVILLE, SC 29927
843-208-5512

TELEPHONE AND CABLE
HARGRAY COMMUNICATIONS
5 BUCK ISLAND ROAD
BLUFFTON, SC 29910
843-815-1676

COUNTY: BEAUFORT COUNTY

MUNICIPALITY: TOWN OF BLUFFTON

ZONING: BUCKWALTER PUD

SURVEYOR:
THOMAS & HUTTON
50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405
(912) 234-5300

ENGINEER:
THOMAS & HUTTON
50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405
(912) 234-5300

GENERAL INFORMATION

PREPARED FOR:

BC BUCKWALTER, LLC
2473 PERIMETER PARKWAY, BUILDING 100
AUGUSTA, GA 30909

SOUTH CAROLINA — THOMAS & HUTTON ENGINEERING CO. — No. C00285 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — NATHAN B. LONG — No. 25353 — LICENSED PROFESSIONAL ENGINEER

PERMIT SET - FOR REVIEW PURPOSES ONLY

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

GENERAL NOTES AND SHEET INDEX

JOB NO:	J-2525.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	AS SHOWN

G1.1

PERMIT SET - FOR REVIEW PURPOSES ONLY

Z:\25125\25125-0004\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS\25125-0004 - EC - PLOT.DWG - Nov 19, 2021 - 7:59 AM

EXISTING SEDIMENT POND
(BUCKWALTER PLACE)
TOP: 19.00
BOT: 8.00
NGVD29 DATUM

BUCKWALTER PLACE ASSOCIATION, INC.
R610-022-000-1101-0000

WETLAND BUFFER
(TYP.)

EXISTING WETLAND

PROPERTY LINE
(TYP.)

SPEYSIDE PARTNERS LLC
R614-022-000-1132-0000

WETLAND BUFFER
(TYP.)

N: 161,236.20
E: 2,026,366.35

SPEYSIDE PARTNERS LLC
R614-022-000-0894-0000

N: 161,233.60
E: 2,026,377.04

EXISTING ROADWAY
END

N: 161,231.00
E: 2,026,387.72

WETLAND BUFFER
(TYP.)

EXISTING WETLAND

WETLAND BUFFER
(TYP.)

EXISTING WETLAND

BC BUCKWALTER LLC
R610-022-000-1116-0000

PROPERTY LINE
(TYP.)

SPEYSIDE PARTNERS LLC
R614-022-000-1138-0000

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING CO.
No. C00285
CERTIFICATE OF AUTHORIZATION
NOT VALID WITHOUT ORIGINAL SIGNATURE

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
NATHAN B. LONG
No. 25353
LICENSED PROFESSIONAL ENGINEER

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

EXISTING CONDITIONS PLAN

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 20'

G2.1

PERMIT SET - FOR REVIEW PURPOSES ONLY

Z:\25\25125.0004\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\WETLAND EARTHWORK G4 PLANS\25125.0004 - SURVEY.DWG - Nov 19, 2020 - 7:10 AM

Point	Northing	Easting	Elevation	Description
1	161404.569	2026439.105	21.80	PK NAIL SET
2	161903.588	2026427.760	N/A	PK NAIL SET

LEGEND

- △ HORIZONTAL CONTROL POINT
- ◎ COMBINED-HORIZONTAL AND VERTICAL CONTROL

GRID NORTH, NAD83 (2011)
SOUTH CAROLINA SPC

NOTES

1. HORIZONTAL AND VERTICAL CONTROL SHOWN ON THIS SHEET SHOULD BE USED FOR ALL LAYOUT AND RECORD DATA FOR THIS PROJECT. IF DISCREPANCIES ARE FOUND, PLEASE CONTACT THOMAS & HUTTON PRIOR TO PROCEEDING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH SUPPLEMENTAL CONTROL WITHIN THE PROJECT AS NEEDED.
2. ELEVATIONS FOR THIS PROJECT ARE BASED ON NAVD88.
3. COORDINATES FOR THIS PROJECT ARE BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD83. DUE TO NORMAL VARIATIONS INHERENT TO ESTABLISHING COORDINATE POSITIONS, INDIVIDUAL GPS UNITS SHOULD BE LOCALIZED (OR CALIBRATED) TO THIS SITE.

LUDLOW STREET

BLEDSOE STREET

BUCKWALTER PARKWAY

GRAPHIC SCALE

650 0 325 650 1300 2600

(IN FEET)
1 inch = 650 ft.

SOUTH CAROLINA — NOT FOR CONSTRUCTION — THOMAS & HUTTON ENGINEERING CO. — No. COA2685 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA — PROFESSIONAL ENGINEER — No. 25355 — LICENSED — NATHAN B. LONG

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

SURVEY CONTROL PLAN

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 50'

V1.1

Z:\25125\25125-0004\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS\25125-0004 - G - PLAN - Nov 18, 2021 - 7:01 AM

NOTE:
ROAD FILL TO BE SELECTED AND VERIFIED BY GEOTECHNICAL ENGINEER
PRIOR TO CONSTRUCTION. ROAD FILL SHALL BE SUITABLE FOR FUTURE ROADWAY USAGE.

EXISTING SEDIMENT POND
(BUCKWALTER PLACE)
TOP: 19.00
BOT: 8.00
NGVD29 DATUM

TO BUCKWALTER PLACE
DEVELOPMENT

FUTURE ROAD BED
(TYP.) - SUITABLE ROADWAY
FILL TO BE USED FOR ALL FILL

N: 161,110.91
E: 2,026,330.70

FUTURE CONNECTOR
ROAD CENTERLINE

N: 161,106.58
E: 2,026,346.10

N: 161,102.26
E: 2,026,361.51

N: 161,237.28
E: 2,026,361.47

CONNECT TO WASHINGTON SQUARE
EXISTING ROADWAY
N: 161,233.60
E: 2,026,377.04

N: 161,229.92
E: 2,026,392.61

16'

16'

131'

TO WASHINGTON SQUARE
DEVELOPMENT

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING CO.
No. C00285
CERTIFICATE OF AUTHORIZATION
NOT VALID WITHOUT ORIGINAL SEAL

SOUTH CAROLINA PROFESSIONAL ENGINEER
NATHAN B. LONG
No. 25353
LICENSED PROFESSIONAL ENGINEER

PERMIT SET - FOR REVIEW PURPOSES ONLY

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

LAYOUT PLAN

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 20'

C1.1

PERMIT SET - FOR REVIEW PURPOSES ONLY

Z:\J-25\25.0004 BUCKWALTER\DRAWINGS\CONSTRUCTION PLANS\ARTLAND EARTHWORK C4 PLANS 25125.0004 - DR - PLAN 1 - Nov 19, 2021 - 7:19 AM

FES
INV.: 17.50

FES
INV.: 17.50

FES
INV.: 17.50

FES
INV.: 17.50

±21 SY OF
RIP-RAP AT
FLARED END SECTIONS

61 LF 18" RCP
@ 0.00%

61 LF 18" RCP
@ 0.00%

61 LF 18" RCP
@ 0.00%

61 LF 18" RCP
@ 0.00%

21.7 FG

FG 22.0

FG 21.7

22.0 FG

FG 22.3

FG 22.0

21.7 FG

22.0 FG

21.7 FG

FES
INV.: 17.50

FES
INV.: 17.50

FES
INV.: 17.50

FES
INV.: 17.50

±23 SY OF
RIP-RAP AT
FLARED END SECTIONS

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SOUTH CAROLINA
THOMAS
& HUTTON
ENGINEERING
No. C00285
CERTIFICATE OF AUTHORIZATION
NOVEMBER

SOUTH CAROLINA
PROFESSIONAL ENGINEER
NATHAN B. LONG
No. 25353
LICENSED

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

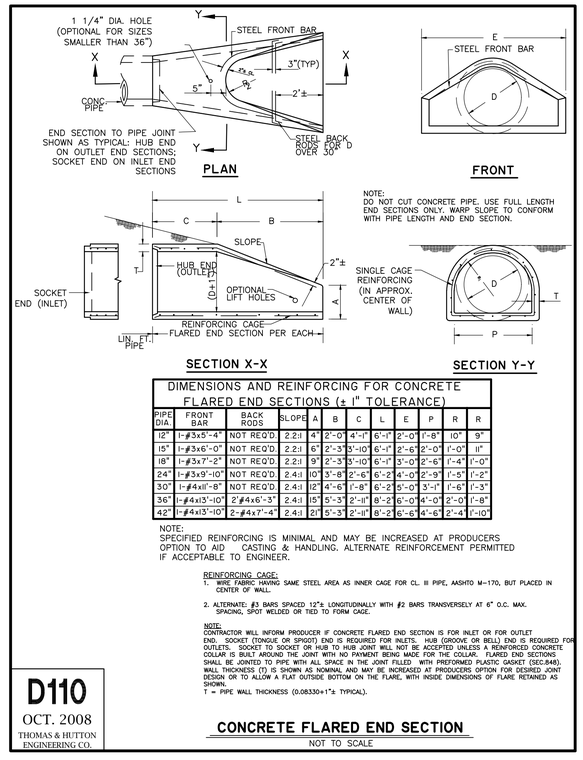
GRADING & DRAINAGE PLAN

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 20'

C2.1

PERMIT SET - FOR REVIEW PURPOSES ONLY

Z:\2025\J-25025.0004\LDD\ME\DWG\GRADING\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS (2025.0004 - DR - PL - DETAILS.DWG - Nov 19, 2025 - 7:9 AM



DIMENSIONS AND REINFORCING FOR CONCRETE FLARED END SECTIONS (± 1" TOLERANCE)

PIPE DIA.	FRONT BAR	BACK RODS	SLOPE	A	B	C	L	E	P	R	R
12"	1-#3x5'-4"	NOT REQ'D.	2.2:1	4"	2'-0"	4'-1"	6'-1"	2'-0"	1'-8"	10"	9"
15"	1-#3x6'-0"	NOT REQ'D.	2.2:1	6"	2'-3"	5'-10"	6'-1"	2'-6"	2'-0"	1'-0"	11"
18"	1-#3x7'-2"	NOT REQ'D.	2.2:1	9"	2'-3"	5'-10"	6'-1"	3'-0"	2'-6"	1'-4"	1'-0"
24"	1-#3x9'-10"	NOT REQ'D.	2.4:1	10"	3'-8"	2'-6"	6'-2"	4'-0"	2'-9"	1'-5"	1'-2"
30"	1-#4x11'-8"	NOT REQ'D.	2.4:1	12"	4'-6"	1'-8"	6'-2"	5'-0"	3'-1"	1'-6"	1'-3"
36"	1-#4x13'-10"	2-#4x6'-3"	2.4:1	15"	5'-3"	2'-11"	8'-2"	6'-0"	4'-0"	2'-0"	1'-8"
42"	1-#4x13'-10"	2-#4x7'-4"	2.4:1	21"	5'-3"	2'-11"	8'-2"	6'-6"	4'-6"	2'-4"	1'-10"

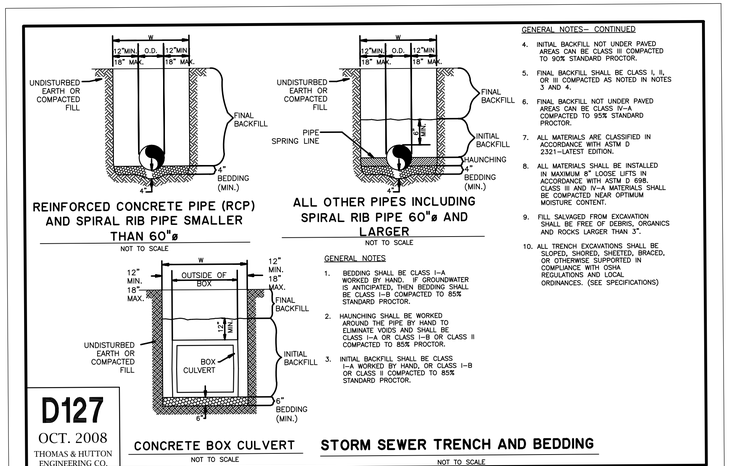
NOTE:
SPECIFIED REINFORCING IS MINIMAL AND MAY BE INCREASED AT PRODUCERS OPTION TO AID CASTING & HANDLING. ALTERNATE REINFORCEMENT PERMITTED IF ACCEPTABLE TO ENGINEER.

REINFORCING CAGE:
1. WIRE FABRIC HAVING SAME STEEL AREA AS INNER CAGE FOR CL. III PIPE, AASHTO M-170, BUT PLACED IN CENTER OF WALL.
2. ALTERNATE #3 BARS SPACED 12"± LONGITUDINALLY WITH #2 BARS TRANSVERSELY AT 6" O.C. MAX. SPACING, SPOT WELDED OR TIED TO FORM CAGE.

NOTE:
CONTRACTOR WILL INFORM PRODUCER IF CONCRETE FLARED END SECTION IS FOR INLET OR FOR OUTLET END. SOCKET (TONGUE OR SPIGOT) END IS REQUIRED FOR INLETS. HUB (GROOVE OR BELL) END IS REQUIRED FOR OUTLETS. SOCKET TO SOCKET OR HUB TO HUB JOINT WILL NOT BE ACCEPTED UNLESS A REINFORCED CONCRETE COLLAR IS BUILT AROUND THE JOINT WITH NO PAYMENT BEING MADE FOR THE COLLAR. FLARED END SECTIONS SHALL BE JOINTED TO PIPE WITH ALL SPACE IN THE JOINT FILLED WITH PREFORMED PLASTIC GASKET (SEC.848). WALL THICKNESS (T) IS SHOWN AS NOMINAL AND MAY BE INCREASED AT PRODUCERS OPTION FOR DESIRED JOINT DESIGN OR TO ALLOW A FLAT OUTSIDE BOTTOM ON THE FLARE, WITH INSIDE DIMENSIONS OF FLARE RETAINED AS SHOWN.
T = PIPE WALL THICKNESS (0.0833D+1"± TYPICAL).

D110
OCT. 2008
THOMAS & HUTTON ENGINEERING CO.

CONCRETE FLARED END SECTION
NOT TO SCALE



GENERAL NOTES

1. BEDDING SHALL BE CLASS I-A WORKED BY HAND. IF GROUNDWATER IS ANTICIPATED, THEN BEDDING SHALL BE CLASS I-B COMPACTED TO 85% STANDARD PROCTOR.
2. HAUNCHING SHALL BE WORKED AROUND THE PIPE BY HAND TO ELIMINATE VOIDS AND SHALL BE CLASS I-A OR CLASS I-B OR CLASS II COMPACTED TO 85% PROCTOR.
3. INITIAL BACKFILL SHALL BE CLASS I-A WORKED BY HAND, OR CLASS I-B OR CLASS II COMPACTED TO 85% STANDARD PROCTOR.

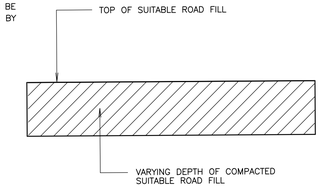
GENERAL NOTES- CONTINUED

4. INITIAL BACKFILL NOT UNDER PAVED AREAS CAN BE CLASS III COMPACTED TO 90% STANDARD PROCTOR.
5. FINAL BACKFILL SHALL BE CLASS I, II, OR III COMPACTED AS NOTED IN NOTES 3 AND 4.
6. FINAL BACKFILL NOT UNDER PAVED AREAS CAN BE CLASS IV-A COMPACTED TO 95% STANDARD PROCTOR.
7. ALL MATERIALS ARE CLASSIFIED IN ACCORDANCE WITH ASTM D 2321-LATEST EDITION.
8. ALL MATERIALS SHALL BE INSTALLED IN MAXIMUM 8" LOOSE LIFTS IN ACCORDANCE WITH ASTM D 698. CLASS III AND IV-A MATERIALS SHALL BE COMPACTED NEAR OPTIMUM MOISTURE CONTENT.
9. FILL SALVAGED FROM EXCAVATION SHALL BE FREE OF DEBRIS, ORGANICS AND ROCKS LARGER THAN 3".
10. ALL TRENCH EXCAVATIONS SHALL BE SLOPED, SHORED, SHEETED, BRACED, OR OTHERWISE SUPPORTED IN COMPLIANCE WITH OSHA REGULATIONS AND LOCAL ORDINANCES. (SEE SPECIFICATIONS)

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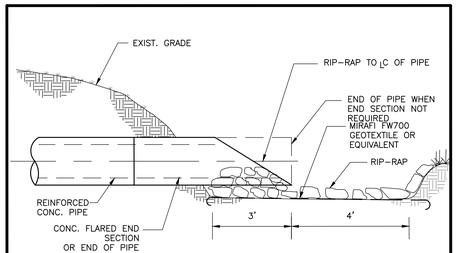
STORM SEWER TRENCH AND BEDDING
NOT TO SCALE

NOTE:
SUITABLE ROAD FILL TO BE SELECTED AND VERIFIED BY GEOTECHINAL ENGINEER

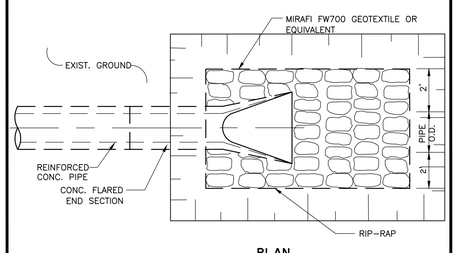


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SUITABLE ROAD MATERIAL FILL SECTION
NOT TO SCALE



SECTION



PLAN

E5
OCT. 2008
THOMAS & HUTTON ENGINEERING CO.

DRAINAGE OUTFALL DETAIL
NOT TO SCALE

SOUTH CAROLINA PROFESSIONAL ENGINEER NATHAN B. LONG No. 25353 CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA THOMAS & HUTTON ENGINEERING CO. No. C00285 CERTIFICATE OF AUTHORIZATION

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

GRADING & DRAINAGE DETAILS

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	NTS

C3.2

Z:\25\25.0004\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS.25.0004 - ES & PC NOTES.DWG - Nov 19, 2021 - 7:02 AM

I. SITE DESCRIPTION

A. PROJECT DESCRIPTION

A.1.	PROJECT AREA	0.25 ACRES
A.2.	AREA DISTURBED	0.25 ACRES
A.3.	PERCENT IMPERVIOUS AREA BEFORE CONSTRUCTION	100%
A.4.	RUNOFF COEFFICIENT BEFORE CONSTRUCTION	70 CN
A.5.	PERCENT IMPERVIOUS AREA AFTER CONSTRUCTION	100 %
A.6.	RUNOFF COEFFICIENT AFTER CONSTRUCTION	70 CN

B. DESCRIPTION OF CONSTRUCTION ACTIVITY

WORK CONSISTS OF CLEARING, GRADING, EXCAVATION, DRAINAGE IMPROVEMENTS, GRASSING, AND ROADS.

C. RUNOFF DATA

C.1.	SOIL CLASSIFICATIONS:	SYMBOL / NAME C/D / BLADEN COMMERCIAL
C.2.	LAND USE(S):	

D. RECEIVING WATERS

E. CLOSEST RECEIVING WATERS: OKATIE RIVER

F. ULTIMATE RECEIVING WATERS: COLLETON RIVER

G. FLOOD

G.1.	FEMA FLOOD ZONE(S):	ZONE C
G.2.	FEMA FLOOD INSURANCE MAP(S):	4500250085D

II. CONTROL MEASURES

1. EROSION AND SEDIMENT CONTROLS

PRIOR TO START OF CONSTRUCTION, ALL EXTERIOR SILT FENCE WILL BE INSTALLED AS SHOWN ON THE PLANS.

1.1. CLEARING

1.1.1. AS CLEARING IS COMPLETED, ADDITIONAL SILT FENCE WILL BE INSTALLED WHERE NECESSARY, SUCH AS POINTS WHERE FLOWS BECOME CHANNELIZED, AND OTHER POINTS WHERE EXCESSIVE RUNOFF VELOCITIES MAY OCCUR.

1.1.2. INSTALL CONSTRUCTION ENTRANCES / EXITS BEFORE BEGINNING CLEARING

1.1.3. CONSTRUCTION DELAYS IN ANY ONE AREA GREATER THAN 14 DAYS PRIOR TO START OF ROUGH GRADING WILL MANDATE STABILIZATION PROCEDURES. ACCEPTABLE METHODS OF STABILIZATION INCLUDE MULCHING AND TEMPORARY SEEDING.

1.1.4. MAINTAIN EXISTING VEGETATION WHENEVER POSSIBLE AND MINIMIZE THE AREA OF DISTURBANCE. RETAIN AND PROTECT TREES TO ENHANCE FUTURE LANDSCAPING EFFORTS AND REDUCE RAINDROP IMPACT.

1.1.5. INSTALL ALL SEDIMENT CONTROL PRACTICES PRIOR TO ANY UP-SLOPE SOIL DISTURBING ACTIVITIES.

1.1.6. PHASE CONSTRUCTION ACTIVITIES TO MINIMIZE THE AREAS DISTURBED AT ONE TIME. THIS WILL ALSO ALLOW COMPLETED AREAS TO BE STABILIZED AND RE-VEGETATED BEFORE DISTURBING ADJACENT SITES. THE NEED FOR TEMPORARY EROSION CONTROL MEASURES MAY BE AVOIDED BY COMPLETING A PHASE AND INSTALLING PERMANENT EROSION CONTROL MEASURES WHEN THE FINAL GRADE IS ATTAINED.

1.1.7. MAINTAIN AND PROTECT ALL NATURAL WATERWAYS. RETAIN AT LEAST A 35-FOOT UNDISTURBED BUFFER OF NATURAL VEGETATION ALONG ALL WATERWAYS TO FILTER OUT SEDIMENT AND OTHER POLLUTANTS. MAINTAIN A 45-FOOT UNDISTURBED BUFFER AROUND SENSITIVE WATERS.

1.1.8. INSTALL SILT FENCE (OR BIO ROLLS/ROCK SOCK PRODUCTS) ON THE DOWN-SLOPE PERIMETER OF ALL DISTURBED AREAS PRIOR TO ANY SOIL DISTURBING ACTIVITIES (INCLUDING CLEARING AND GRUBBING). SILT FENCE CAN TREAT A MAXIMUM OF 100 SQUARE FEET PER LINEAL FOOT OF FENCE. INSTALL SILT FENCE IN SHORTER REACHES ON THE CONTOUR WITH EACH END TURNED UP-SLOPE . SWALES AND SHORELAND AREAS SHOULD ALSO BE PROTECTED WITH SILT FENCE, BIO ROLLS, OR ROCK SOCKS.

1.1.9. IN AREAS OF CONCENTRATED FLOW INSTALL STRAW BALE CHECKS, ROCK CHECK DAMS, TRIANGULAR DIKES, BIO ROLL BLANKETS, OR ROCK SOCKS TO SLOW RUNOFF AND TRAP SEDIMENT.

1.1.10. USE TEMPORARY SLOPE DRAINS OR ROCK CHUTES TO MOVE WATER DOWN STEEP SLOPES.

1.1.11. CONSTRUCT SEDIMENT BASINS FOR DRAINAGE AREAS GREATER THAN 10 ACRES

1.2. ROUGH GRADING

1.2.1. ALL EXISTING CONTROLS WILL BE MAINTAINED DURING ROUGH GRADING, DELAYS OF GREATER THAN 14 DAYS PRIOR TO START OF NEXT ACTIVITY WILL MANDATE STABILIZATION PROCEDURES. ACCEPTABLE METHODS OF STABILIZATION INCLUDE MULCHING AND TEMPORARY SEEDING.

1.2.2. ALL AREAS NOT SUBJECT TO FURTHER CONSTRUCTION (DRAINAGE, SANITARY SEWER, ROADS, WATER DISTRIBUTION SYSTEMS, OR STORM WATER FACILITIES) SHALL BE GRASSED WITH A PERMANENT COVER.

1.2.3. COVER ANY STOCK PILED TOPSOIL WITH PLASTIC (OR OTHER IMPERVIOUS COVERING) OR USE A TEMPORARY SEED MIX. USE STOCKPILED TOPSOIL AS EARTHEN BERMS TO SERVE AS TEMPORARY SEDIMENT BASINS.

1.3. DRAINAGE

1.3.1. ALL EXISTING CONTROLS WILL BE MAINTAINED DURING DRAINAGE INSTALLATION.

1.3.2. CONSTRUCTION DRAINAGE WILL BE ROUTED THROUGH LAKES, WHICH WILL ACT AS SEDIMENT BASINS OR OTHER ACCEPTABLE SEDIMENT BASINS/TRAPS.

1.3.3. STORM DRAIN INLET PROTECTION AS SHOWN ON DETAIL SHEET SHALL BE INSTALLED ON ALL CURB INLETS, STORM DRAIN MANHOLES, JUNCTION BOXES, AND GRATE INLETS.

1.3.4. DELAYS OF GREATER THAN 14 DAYS PRIOR TO START OF THE NEXT CONSTRUCTION SEQUENCE WILL MANDATE STABILIZATION PROCEDURES. ACCEPTABLE METHODS OF STABILIZATION INCLUDE MULCHING AND TEMPORARY SEEDING.

1.3.5. ALL STORM LINES NOT IN STREETS OR OTHER PAVED AREAS ARE TO BE MULCHED AND SEEDED WITHIN 5 DAYS AFTER BACKFILL.

1.4. WASTE DISTRIBUTION SYSTEM INSTALLATION

1.4.1. ALL EXISTING CONTROLS WILL BE MAINTAINED DURING INSTALLATION OF THE WATER DISTRIBUTION SYSTEM.

1.4.2. DELAYS OF GREATER THAN 14 DAYS PRIOR TO START OF NEXT ACTIVITY WILL MANDATE STABILIZATION PROCEDURES. ACCEPTABLE METHODS OF STABILIZATION INCLUDE MULCHING AND TEMPORARY SEEDING.

1.5. WASTEWATER COLLECTION SYSTEM INSTALLATION

1.5.1. ALL EXISTING CONTROLS WILL BE MAINTAINED DURING INSTALLATION OF THE WASTEWATER SYSTEM.

1.5.2. DELAYS OF GREATER THAN 14 DAYS PRIOR TO START OF NEXT ACTIVITY WILL MANDATE STABILIZATION PROCEDURES. ACCEPTABLE METHODS OF STABILIZATION INCLUDE MULCHING AND TEMPORARY SEEDING.

1.6. CONSTRUCTION OF ROADS

1.6.1. ALL EXISTING CONTROLS WILL BE MAINTAINED DURING ROAD CONSTRUCTION.

1.6.2. DELAYS OF GREATER THAN 14 DAYS PRIOR TO START OF NEXT ACTIVITY WILL MANDATE STABILIZATION PROCEDURES. ACCEPTABLE METHODS OF STABILIZATION INCLUDE MULCHING AND TEMPORARY SEEDING.

1.7. GRASSING

1.7.1. ALL EXISTING CONTROLS WILL BE MAINTAINED UNTIL GRASSING IS ESTABLISHED

1.7.2. ANY AREAS THAT ERODE OR WHERE GRASS DOES NOT ESTABLISH ITSELF SHALL BE RE-GRADED AND RE-GRASSED.

2. STORM WATER MANAGEMENT

RUNOFF FROM THIS PROJECT WILL DISCHARGE INTO A STORM WATER MANAGEMENT SYSTEM. TREATMENT WILL OCCUR IN STORM WATER DETENTION PONDS.

3. OTHER CONTROLS

3.1. WASTE DISPOSAL

3.1.1. NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED TO ANY RECEIVING WATERS.

3.1.2. OFFSITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST SHALL BE MINIMIZED.

3.1.3. THIS PLAN SHALL COMPLY WITH STATE AND/OR LOCAL WASTE DISPOSAL, SANITARY SEWER OR SEPTIC SYSTEM REGULATIONS.

3.1.4. DUST CONTROL ON DISTURBED AREAS - CONTROLLING SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITE AND HAUL ROUTES. THE PURPOSE OF THE MEASURE IS TO REDUCE THE PRESENCE OF AIRBORNE SUBSTANCES, WHICH MAY BE HARMFUL OR INJURIOUS TO HUMAN HEALTH, WELFARE OR SAFETY, OR TO ANIMALS OR PLANT LIFE.

III. MAINTENANCE

1. MAINTENANCE PROGRAM

1.1. THE SITE SUPERINTENDENT, OR HIS/HER REPRESENTATIVE, SHALL MAKE VISUAL INSPECTIONS OF ALL MECHANICAL CONTROLS AND NEWLY STABILIZED AREAS (I.E. SEEDED AND MULCHED AND/OR SODDED AREAS) ON A DAILY BASIS; ESPECIALLY AFTER HEAVY RAINFALL EVENT TO INSURE THAT ALL CONTROLS ARE MAINTAINED AND PROPERLY FUNCTIONING. ANY DAMAGED CONTROLS SHALL BE REPAIRED PRIOR TO THE END OF THE WORK DAY INCLUDING RE-SEEDING AND MULCHING OR RE-SODDING IF NECESSARY.

1.2. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE. ALL DRAINAGE SWALES, POCKETS, DEPRESSION, LOW LINES, AND OUTLET DITCHES SHALL DRAIN EFFECTIVELY AT ALL TIMES. SETTLEMENT OR WASHING THAT MAY OCCUR SHALL BE REPAIRED BY THE CONTRACTOR. SEDIMENT WILL BE REMOVED FROM BEHIND THE SEDIMENT FENCE WHEN IT REACHES 1/3 THE HEIGHT OF THE FENCE. THE SEDIMENT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN AN EFFECTIVE BARRIER. MAINTAIN THE CONSTRUCTION EXIT IN A CONDITION TO PREVENT MUD OR SEDIMENT FROM LEAVING THE SITE. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE. IMMEDIATELY REMOVE ALL OBJECTIONABLE MATERIALS SPILLED, WASHED, OR TACKED ONTO PUBLIC ROADWAYS. RESEED AND MULCH AREA WHERE SEEDING EMERGENCE IS POOR, OR WHERE EROSION OCCURS. PROTECT FROM TRAFFIC AS MUCH AS POSSIBLE. INSPECT ALL MULCHES PERIODICALLY, AND AFTER RAINSTORMS TO CHECK FOR EROSION, DISLOCATION OR FAILURE. IF WASHOUT OCCURS, REPAIR THE SLOPE GRADE, RESEED AND REINSTALL MULCH. FOLLOW THE CONSTRUCTION SEQUENCE THROUGHOUT THE PROJECT DEVELOPMENT. WHEN CHANGES IN CONSTRUCTION ACTIVITIES ARE NEEDED, AMEND THE SEQUENCE SCHEDULE IN ADVANCE TO MAINTAIN MANAGEMENT CONTROL. IF MAJOR CHANGES ARE NECESSARY, SEND A COPY OF THE MODIFIED SCHEDULE TO THE ENGINEER, SEDIMENT AND EROSION CONTROL MEASURES WILL REMAIN IN PLACE AND BE MAINTAINED UNTIL THE DISTURBED AREAS ARE STABILIZED.

2. SILT FENCE

SILT FENCES WILL BE MONITORED DURING CONSTRUCTION. ANY SILT FENCE WHICH IS NOT FUNCTIONING PROPERLY WILL BE PROMPTLY REPAIRED. CLEAN OUT THE SILT FENCE WHEN IT REACHES 1/3 THE HEIGHT OF THE FENCE OR REPLACE WITH FUNCTIONAL SILT FENCE WITHIN 24 HOURS. USE OF HOSES AND WATER TO FLUSH THE SEDIMENT INTO THE STORM INLETS IS UNACCEPTABLE.

3. SEDIMENTATION BASINS

SEDIMENTATION BASINS WHICH ARE AT 50% USED CAPACITY OR APPROACHING SUCH CAPACITY SHALL BE RE-EXCAVATED TO ORIGINAL DIMENSIONS AND THE SILT PROPERLY DISPOSED OF.

4. SEDIMENT LOGS/ROLLS

SEDIMENT LOGS/ROLLS OR OTHER CONTROL MEASURES WHICH BEGIN TO DISINTEGRATE OR FUNCTION INEFFECTIVELY SHALL BE PROMPTLY REPLACED.

5. VEGETATION COVER

ANY VEGETATION COVER SERVING TO STABILIZE DISTURBED SOILS WHICH IS ITSELF DISTURBED SHALL IMMEDIATELY BE REPLACED.

6. CONSTRUCTION ENTRANCE

MAINTAIN ROCK CONSTRUCTION ENTRANCE AND CLEAN ADJACENT ROADS OF ANY MUD TRACKED ONTO THEM.

IV. INSPECTIONS

1. QUALIFIED PERSONNEL WILL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE, AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION THAT HAVE NOT BEEN FINALLY STABILIZED, STRUCTURAL CONTROL MEASURES, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS. WHERE SITES HAVE BEEN FINALLY STABILIZED SUCH INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH DURING THE WARRANTY PERIOD.

2. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.

3. A WRITTEN REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, WEATHER INFORMATION FOR THE PERIOD SINCE THE LAST INSPECTION (OR SINCE COMMENCEMENT OF CONSTRUCTION ACTIVITY) INCLUDING A BEST ESTIMATE OF THE BEGINNING OF EACH STORM EVENT, DURATION OF EACH STORM EVENT, APPROXIMATE AMOUNT OF RAINFALL FOR EACH STORM EVENT (IN INCHES) AND WHETHER ANY DISCHARGES OCCURRED, LOCATION(S) OF DISCHARGES OF SEDIMENT OR OTHER POLLUTANTS FROM THE SITE, LOCATION(S) OF BMP'S THAT NEED MAINTENANCE, LOCATION(S) OF BMP'S THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION, LOCATION(S) WHERE ADDITIONAL BMP'S ARE NEEDED THAT DID NOT EXIST AT THE TIME OF INSPECTION AND ANY CORRECTIVE ACTION REQUIRED INCLUDING ANY CHANGES TO SWPPP NECESSARY AND IMPLEMENTATION DATES.

4. THE REPORT SHALL BE MAINTAINED AT LEAST THREE YEARS FROM THE DATE THE SITE IS FINALLY STABILIZED. THE REPORT MUST BE SIGNED AND SHALL CONTAIN A CERTIFICATION THAT THE FACILITY IS IN COMPLIANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN AND THE NPDES PERMIT REFERENCED ABOVE. THE CONTRACTOR SHALL MAINTAIN THIS REPORT. THE REPORT SHALL BE SUBMITTED TO THE ENGINEER AND OWNER.

V. LONG TERM MAINTENANCE OF DRAINAGE AND STORM WATER MANAGEMENT SYSTEM

THE ROADS AND DRAINAGE SYSTEM WILL BE OWNED AND MAINTAINED BY BC BUCKWALTER LLC, AFTER CONSTRUCTION IS COMPLETE.

VI. SC DHEC STANDARD NOTES

1. IF NECESSARY, SLOPES WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO GRASSING / HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.

2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW:

2.1. WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.

2.2. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.

3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF SITE INSPECTIONS IDENTIFY BMP'S THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICAL OR AS REASONABLY POSSIBLE BEFORE THE NEXT STORM EVENT WHENEVER PRACTICAL.

4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL

STORMWATER POLLUTION PREVENTION PLAN

EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED INTO ANY WATERS OF THE STATE.

5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.

6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAY FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT AS MAY BE REQUIRED.

7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 AND SCR100000.

8. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.

9. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN NOT BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS

10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

11. A COPY OF THE SWPPP, INSPECTION RECORDS AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.

12. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.

13. MINIMIZE SOIL COMPACTION IN AREAS NOT UNDER PAVEMENTS AND /OR STRUCTURES AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.

14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUAL OR BETTER TREATMENT PRIOR TO DISCHARGE.

15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPS (SEDIMENT BASIN, FILTER BAG, ETC.).

16. THE FOLLOWING DISCHARGES ARE PROHIBITED:

16.1. WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;

16.2. WASTEWATER FROM WASHOUT AND CLEANOUT OF OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;

16.3. FUELS, OILS OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND

16.4. SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.

17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.

18. IF EXISTING BMPS NEED TO BE MODIFIED OR IF ADDITIONAL BMPS ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF PERMIT SCR100000 AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPS MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.

19. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE, THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

VII. EROSION, SEDIMENTATION & POLLUTION CONTROL NOTES

1. THE IMPLEMENTATION OF THESE EROSION SEDIMENT CONTROL (ESC) PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED AND VEGETATION/LANDSCAPING IS ESTABLISHED.

2. THE ESC FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DO NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, OR VIOLATE APPLICABLE WATER STANDARDS.

3. THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DO NOT LEAVE THE SITE.

4. THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.

5. THE ESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN THE 24 HOURS FOLLOWING A MAJOR STORM EVENT.

6. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING AND PRIOR TO FINAL INSPECTION. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT LADEN WATER INTO THE DOWNSTREAM SYSTEM.

7. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO INSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.

8. BEFORE COMMENCING ANY LAND DISTURBING ACTIVITY, THE EXISTING STORM WATER INLET(S) THAT RECEIVING RUNOFF FROM THE PROPOSED WORK AREA SHALL BE PROTECTED. THE TEMPORARY INLET PROTECTION MUST REMAIN IN PLACE UNTIL THE CONSTRUCTION ACTIVITY IS COMPLETED, THE STREET HAS BEEN SWEPT AND ANY EXPOSED SOILS ARE STABILIZED. THE CONTRACTOR IS ALSO RESPONSIBLE FOR REMOVING ANY TEMPORARY INLET PROTECTION INSTALLED; AFTER ALL DISTURBED AREAS ARE STABILIZED. TEMPORARY PROTECTION OF THE INLETS MAY BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING:

8.1. USE OF GRAVEL BAGS TO FILTER THE SEDIMENT FROM ANY RUNOFF. TO MAKE A GRAVEL BAG, USE A BAG MADE OF GEOTEXTILE FABRIC (NOT BURLAP) AND FILL WITH EITHER 3/4 INCH ROCK OR 1/4 INCH PEA GRAVEL.

8.2. USE OF SEDIMENT LOGS TO FILTER THE SEDIMENT FROM ANY RUNOFF (AVAILABLE THROUGH LOCAL EROSION CONTROL SUPPLIERS).

8.3. USE OF ABOVE OR UNDER-GRATE FILTER BAGS OR DEVICES TO FILTER THE SEDIMENT FROM ANY RUNOFF (AVAILABLE THROUGH EROSION CONTROL SUPPLIERS).

9. WATER MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION, SEDIMENTATION, OR FLOODING ON THE SITE, ON DOWNSTREAM PROPERTIES, IN THE RECEIVING CHANNELS, OR IN ANY STORM WATER INLET. WHEN SITE DEWATERING, WATER PUMPED FROM THE SITE, INCLUDING TRENCHES, SHALL BE TREATED BY ONE OF THE FOLLOWING:

9.1. TEMPORARY SEDIMENTATION BASINS

9.2. SEDIMENT FILTERING BAGS

10. THE CONTRACTOR SHALL VERIFY THE SIZE AND LOCATION OF ALL EXISTING UTILITIES. EXISTING UTILITIES ARE ALL UTILITIES THAT EXIST ON THE PROJECT IN AN ORIGINAL, RELOCATED OR NEWLY INSTALLED POSITION. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE COST OF REPAIRS TO DAMAGED UNDERGROUND OR OVERHEAD FACILITIES, EVEN IF THE UTILITY IS NOT SHOWN ON THE SITE DEVELOPMENT PLANS. THE CONTRACTOR SHALL CONTACT THE LOCAL UTILITIES PROTECTION CENTER TO COORDINATE THE MARKING OF EXISTING UTILITY LINES A MINIMUM OF 96 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

11. THE CONTRACTOR SHALL FLUSH ALL INLETS AND PIPE AT THE COMPLETION OF CONSTRUCTION TO REMOVE SILT AND DEBRIS. THE CLEANING AND FLUSHING OF INLETS AND PIPE (EXISTING AND PROPOSED) SHALL BE CONSIDERED PART OF THE COST FOR THE PROJECT.

12. EGRESS FROM THE SITE SHALL BE CONTROLLED SUCH THAT VEHICLES LEAVING THE SITE MUST TRAVERSE CONSTRUCTION EXITS TO REMOVE MUD FROM TIRES.

13. SCHEDULE CONSTRUCTION ACTIVITIES TO MINIMIZE THE EXPOSED AREA AND DURATION OF EXPOSURE. IN SCHEDULING, TAKE INTO ACCOUNT THE SEASON AND THE WEATHER FORECAST.

14. EROSION CONTROL MEASURES ARE THE MINIMUM REQUIRED. THE CONTRACTOR SHALL PROVIDE ADDITIONAL CONTROL MEASURES AS DICTATED BY ACTUAL FIELD CONDITIONS AT THE TIME OF CONSTRUCTION IN ORDER TO PREVENT EROSION AND CONTROL SEDIMENT. EROSION AND SEDIMENT CONTROL MEASURES WILL REMAIN IN PLACE AND BE MAINTAINED UNTIL THE ENTIRE PROJECT IS TERMINATED OR SUSPENDED FOR AND INDEFINITE LENGTH OF TIME, ALL DISTURBED AREAS SHALL BE PLANTED WITH PERMANENT VEGETATION.

15. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, IS BASED UPON FIELD INVESTIGATIONS AND IS BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME IS SHOWN AS INFORMATION ONLY, IS NOT GUARANTEED AND DOES NOT BIND THOMAS & HUTTON, OR THE OWNER IN ANY WAY.

16. CONTRACTOR SHALL MAINTAIN SITE ON A DAILY BASIS TO PROVIDE FOR POSITIVE DRAINAGE. CONTRACTOR, AT HIS COST, SHALL GRADE SITE AND PROVIDE NECESSARY TEMPORARY DRAINAGE SWALES TO INSURE STORM WATER DOES NOT POND ON SITE.

17. SITE DRAINAGE SHALL BE ESTABLISHED TO PREVENT ANY PONDED WATER CONDITIONS WITHIN THE CONSTRUCTION AREA AND TO FACILITATE STORM WATER DISCHARGE.

18. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.

19. LIME RATES AND ANALYSIS:

19.1. AGRICULTURAL LIME SHALL BE APPLIED AT THE RATE SHOWN IN THE SEEDING SECTION UNLESS SOIL TESTS INDICATE OTHERWISE. GRADED AREAS REQUIRE LIME APPLICATION. IF LIME IS APPLIED WITHIN SIX MONTHS OF PL

STORMWATER POLLUTION PREVENTION PLAN

TEMPORARY SEEDING - COASTAL

SPECIES	LBS/AC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
SANDY, DROUGHTY SITES													
BROWNTOP MILLET	40												
RYE, GRAIN	56												
RYEGRASS	50												
WELL DRAINED, CLAYEY/LOAMEY SITES													
BROWNTOP MILLET	40												
JAPANESE MILLET	40												
RYE, GRAIN	56												
OATS	75												
RYEGRASS	50												

PERMANENT SEEDING - COASTAL

SPECIES	LBS/AC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
SANDY, DROUGHTY SITES													
BROWNTOP MILLET	10												
BAHIAGRASS	40												
BROWNTOP MILLET	10												
BAHIAGRASS	30												
SERICEA LESPEDEZA	40												
BROWNTOP MILLET	10												
ATLANTIC COASTAL	15												
PANICGRASS	PLS												
BROWNTOP MILLET	10												
SWITCHGRASS	8												
(ALAMO)	PLS												
LITTLE BLUESTEM	4												
SERICEA LESPEDEZA	20												
BROWNTOP MILLET	10												
WEEPING LOVEGRASS	8												
WELL DRAINED, CLAYEY/LOAMEY SITES													
BROWNTOP MILLET	10												
BAHIAGRASS	40												
RYE, GRAIN	10												
BAHIAGRASS	40												
CLOVER, CRIMSON (ANNUAL)	5												
BROWNTOP MILLET	10												
BAHIAGRASS	30												
SERICEA LESPEDEZA	40												
BROWNTOP MILLET	10												
BERMUDA, COMMON	10												
SERICEA LESPEDEZA	40												
BROWNTOP MILLET	10												
BERMUDA, COMMON	12												
KOBE LESPEDEZA (ANNUAL)	10												
BROWNTOP MILLET	10												
BAHIAGRASS	20												
BERMUDA, COMMON	6												
SERICEA LESPEDEZA	40												
BROWNTOP MILLET	10												
SWITCHGRASS	8												
LITTLE BLUESTEM	PLS												
INDIANGRASS	3												

EROSION CONTROL LEGEND

DESCRIPTION	PLAN SYMBOL
SILT FENCE	
CLEARING LIMITS	CL CL
DIVERSION DIKE	DD
DIVERSION BERM	DB
TEMPORARY DIVERSION	TD
PERMANENT DIVERSION	PD
SUBSURFACE DRAIN	SSD
VEGETATED CHANNEL	
RIP RAP LINED CHANNEL	
ECB OR TRM LINED CHANNEL	
PAVED CHANNEL	PC
TREE PROTECTION	
SURFACE ROUGHENING	OR LG
TOP SOILING	
TEMPORARY SEEDING	TS
PERMANENT SEEDING	PS
MULCHING	M

EROSION CONTROL LEGEND

DESCRIPTION	PLAN SYMBOL
EROSION CONTROL BLANKET OR TURF REINFORCEMENT MAT	
FLEXIBLE GROWTH MATRIX	FGM
BONDED FIBER MATRIX	BFM
SODDING	SO
SLOPED SODDING	
STAKED SOD	
STAKED SOD AROUND INLET	OR
RIPRAP	
OUTLET PROTECTION - RIP RAP	
OUTLET PROTECTION - ECB OR TRM	
DUST CONTROL	DC
POLYACRYLAMIDE (PAM)	PAM
SEDIMENT BASIN	
SEDIMENT BASIN WITH SKIMMER	
SEDIMENT TRAP	
ROCK SEDIMENT DIKE	
SEDIMENT TUBE	

EROSION CONTROL LEGEND

DESCRIPTION	PLAN SYMBOL
ROCK CHECK DAM	OR
POROUS BAFFLES	
STABILIZED CONSTRUCTION ENTRANCE	
CONCRETE WASHOUT	
STORM DRAIN INLET PROTECTION - TYPE A FILTER FABRIC	A
STORM DRAIN INLET PROTECTION - TYPE A SEDIMENT TUBE	A
STORM DRAIN INLET PROTECTION - TYPE B HARDWARE FABRIC AND STONE	B
STORM DRAIN INLET PROTECTION - TYPE C BLOCK AND GRAVEL	C
STORM DRAIN INLET PROTECTION - TYPE D RIGID INLET FILTER	D
STORM DRAIN INLET PROTECTION - TYPE E SURFACE COURSE CURB INLET FILTER	E
STORM DRAIN INLET PROTECTION - TYPE F INLET TUBE	F
STORM DRAIN INLET PROTECTION - TYPE G IMPERVIOUS AREA	G
STORM DRAIN INLET PROTECTION - CATCH BASIN INSERT	I
PIPE SLOPE DRAINS	
TEMPORARY STREAM CROSSING	T
LEVEL SPREADER	

LIST OF ACRONYMS FOR SEDIMENT AND EROSION CONTROL

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AMD	ACRYLAMIDE POLYMER
BFM	BONDED FIBER MATRIX
BMP(S)	BEST MANAGEMENT PRACTICE(S)
CFS	CUBIC FEET PER SECOND
CMP	CORRUGATED METAL PIPE
DHEC	DEPARTMENT OF HEATH AND ENVIRONMENTAL CONTROL
ECB	EROSION CONTROL BLANKET
EPA	UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
EPSC	EROSION PREVENTION AND SEDIMENTATION CONTROL
FDA	UNITED STATES FOOD AND DRUG ADMINISTRATION
FGM	FLEXIBLE GROWTH MATRIX
HDPE	HIGH DENSITY POLYETHYLENE
MS4	MUNICIPAL SEPARATE STORM SEWER SYSTEM
MSDS	MATERIAL SAFETY DATA SHEETS
NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
PAM	POLYACRYLAMIDE OR POLYMER
RCP	REINFORCED CONCRETE PIPE
SCS	SOIL CONSERVATION SERVICE
SWPPP	STORMWATER POLLUTION PREVENTION PROGRAM
TRM	TURF REINFORCEMENT MAT
VFS	VEGETATED FILTER STRIP

CONSTRUCTION SEQUENCE

CONSTRUCTION ACTIVITY	SCHEDULE CONSIDERATION
INITIAL PHASE	
1 OBTAIN COPIES OF ALL PLAN APPROVALS AND OTHER APPLICABLE PERMITS.	CONTRACTOR TO HAVE ONSITE AT ALL TIMES DURING CONSTRUCTION.
2 FLAG THE WORK LIMITS AND BARRICADE TREES AND MARK BUFFER AREAS FOR PROTECTION.	HAVE LOCAL REGULATORY AGENCY INSPECT TREE BARRICADES.
3 HOLD PRE CONSTRUCTION CONFERENCE AT LEAST ONE WEEK PRIOR TO STARTING CONSTRUCTION.	REVIEW TREE PROTECTION (BARRICADE) WITH OWNER AND LOCAL REGULATORY AGENCY. TAKE PICTURES OF ALL PROTECTED TREES AND LOCATIONS WHERE SITE WORK TIES INTO EXISTING TO DOCUMENT PREDEVELOPMENT PROCEDURES.
4 INSTALL CONSTRUCTION ACCESS AND LAY DOWN AREAS	STABILIZE BARE AREAS IMMEDIATELY AND INSTALL CONSTRUCTION EXITS / ENTRANCES.
5 CONSTRUCT SEDIMENT FENCES	INSTALL SEDIMENT FENCES AFTER CONSTRUCTION SITE IS ACCESSED.
6 CONSTRUCT OUTLET PROTECTION. INSTALL SKIMMER.	INSTALL PRINCIPAL BASINS AFTER SEDIMENT FENCES IS INSTALLED.
7 ESTABLISH RUNOFF CONTROL - DIVERSIONS, PERIMETER DIKES, WATER BARS, AND OUTLET PROTECTION.	INSTALL PRINCIPAL SEDIMENT TRAPS AND BEFORE LAND GRADING. INSTALL ADDITIONAL RUNOFF-CONTROL MEASURES DURING GRADING.
8 LAND CLEARING AND GRADING-SITE PREPARATION CUTTING, FILLING AND GRADING, SEDIMENTATION TRAPS, BARRIERS, DIVERSIONS, DRAINS, SURFACE ROUGHENING.	BEGIN MAJOR CLEARING AND GRADING AFTER PRINCIPAL SEDIMENT AND KEY RUNOFF-CONTROL MEASURES ARE INSTALLED. CLEAR BORROW AND DISPOSAL AREAS ONLY AS NEEDED. INSTALL ADDITIONAL CONTROL MEASURES AS GRADING PROGRESSES. MARK TREES AND BUFFER AREAS FOR PRESERVATION.
CONSTRUCTION PHASE	
1 RUNOFF CONVEYANCE SYSTEM- INSTALL STORM DRAINS, STABILIZE BANKS, CHANNELS, INSTALL INLET AND OUTLET PROTECTION, SLOPE DRAINS.	WHERE NECESSARY, STABILIZE BANKS AS EARLY AS POSSIBLE. INSTALL PRINCIPAL RUNOFF CONVEYANCE SYSTEM WITH RUNOFF- CONTROL MEASURES. INSTALL REMAINDER OF SYSTEM AFTER GRADING.
2 INSTALL WASTEWATER COLLECTION, WATER DISTRIBUTION, AND STORM DRAINAGE SYSTEMS	APPLY TEMPORARY OR PERMANENT STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS WHERE WORK IS DELAYED OR COMPLETE.
3 SURFACE STABILIZATION-TEMPORARY AND PERMANENT SEEDING, MULCHING, SODDING, RIP RAP.	APPLY TEMPORARY OR PERMANENT STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS WHERE WORK IS DELAYED OR COMPLETE.
STABILIZATION PHASE	
4 BUILDING CONSTRUCTION- BUILDINGS UTILITIES, ROADS, ETC.	INSTALL NECESSARY EROSION AND SEDIMENTATION CONTROL PRACTICES AS WORK TAKES PLACE.
5 LANDSCAPING AND FINAL STABILIZATION - TOPSOILING, TREES AND SHRUBS, PERMANENT SEEDING, MULCHING, SODDING, RIP RAP. REMOVE SKIMMER.	LAST CONSTRUCTION PHASE--STABILIZE ALL OPEN AREAS, INCLUDING BORROW AND SPOIL AREAS. REMOVE AND STABILIZE ALL TEMPORARY CONTROL MEASURES.

SOUTH CAROLINA — THOMAS & HUTTON ENGINEERING CO. — No. C00285 — CERTIFICATE

SOUTH CAROLINA — LICENSED PROFESSIONAL ENGINEER — No. 25350 — NATHAN B. LOWE

PERMIT SET - FOR REVIEW PURPOSES ONLY

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

ES & PC NOTES

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	N/A

EC1.2

Z:\25125.0004\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\WETLAND EARTHWORK C4 PLANS\25125.0004 - ES & PC SHTS1&2.dwg - Nov 19, 2021 - 7:12 AM

PERMIT SET - FOR REVIEW PURPOSES ONLY

INNOVATION DRIVE
(BUCKWALTER PLACE)

STABILIZED
CONSTRUCTION
ENTRANCE

SEDIMENT POND 2
TOP: 19.00
BOT: 8.00

NATURE TRAIL

END DOUBLE ROW
SILT FENCE

DOUBLE ROW
SILT FENCE AT
WETLAND (TYP.)

END DOUBLE ROW
SILT FENCE

LIMITS OF DISTURBANCE
(TYP.)

EXISTING CURB INLET

DC

E

SINGLE ROW
SILT FENCE
(TYP.)

END DOUBLE ROW
SILT FENCE

DOUBLE ROW
SILT FENCE AT
WETLAND (TYP.)

END DOUBLE ROW
SILT FENCE

EXISTING CURB INLET

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING CO.
No. C00285
CERTIFICATE OF AUTHORIZATION
NOT VALID WITHOUT SIGNATURE

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
NATHAN B. LONG
No. 25353
LICENSED PROFESSIONAL ENGINEER

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

ES & PC PLAN – INITIAL PHASE

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 30'

EC2.1

PERMIT SET - FOR REVIEW PURPOSES ONLY

INNOVATION DRIVE
(BUCKWALTER PLACE)

STABILIZED
CONSTRUCTION
ENTRANCE

SEDIMENT POND 2
TOP: 19.00
BOT: 8.00

NATURE TRAIL

END DOUBLE ROW
SILT FENCE

DOUBLE ROW
SILT FENCE AT
WETLAND (TYP.)

END DOUBLE ROW
SILT FENCE

LIMITS OF DISTURBANCE
(TYP.)

EXISTING CURB INLET

SINGLE ROW
SILT FENCE
(TYP.)

END DOUBLE ROW
SILT FENCE

DOUBLE ROW
SILT FENCE AT
WETLAND (TYP.)

END DOUBLE ROW
SILT FENCE

EXISTING CURB INLET

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

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SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
NATHAN B. LONG
No. 25353
LICENSED PROFESSIONAL ENGINEER

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BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

ES & PC PLAN - INTERMEDIATE PHASE

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 30'

EC3.1

PERMIT SET - FOR REVIEW PURPOSES ONLY

INNOVATION DRIVE
(BUCKWALTER PLACE)

SEDIMENT POND 2
TOP: 19.00
BOT: 8.00

STABILIZED
CONSTRUCTION
ENTRANCE

NATURE TRAIL

END DOUBLE ROW
SILT FENCE

DOUBLE ROW
SILT FENCE AT
WETLAND (TYP.)

END DOUBLE ROW
SILT FENCE

LIMITS OF DISTURBANCE
(TYP.)

EXISTING CURB INLET

SINGLE ROW
SILT FENCE
(TYP.)

END DOUBLE ROW
SILT FENCE

DOUBLE ROW
SILT FENCE AT
WETLAND (TYP.)

END DOUBLE ROW
SILT FENCE

EXISTING CURB INLET

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING CO.
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CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
NATHAN B. LONG
No. 25353
LONG

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CONNECTOR ROAD TO PARCEL 4

ES & PC PLAN - STABILIZATION PHASE

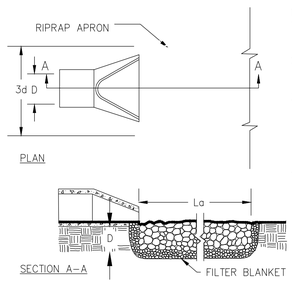
JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	1" = 30'

EC4.1

Z:\25125\2025\DOCS\ENGINEERING\DRAINAGE\CONSTRUCTION PLANS\WETLAND EARTHWORK CK PLANS\2025.0004 - ES & PC DETAILS.DWG - Nov 19, 2021 - 7:15 AM

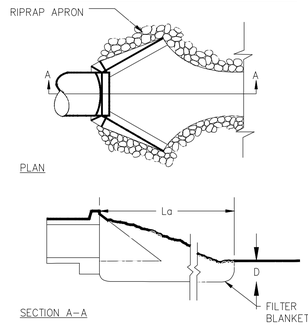
RIPRAP OUTLET PROTECTION

PIPE OUTLET TO FLAT AREA -- NO WELL DEFINED CHANNEL



NOTES:
1. La IS THE LENGTH OF THE RIPRAP APRON.
2. D = 1.5 TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESSHAN 6".
3. IN A WELL–DEFINED CHANNEL, EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK (WHICHEVER IS LESS).
4. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND THE SOIL FOUNDATION.

PIPE OUTLET TO WELL DEFINED CHANNEL



DC

DUST CONTROL ON DISTURBED AREAS

DEFINITION

Controlling surface and air movement of dust on land-disturbing activities.



PURPOSE

- Prevent the movement of dust from exposed soil surfaces.
- Prevent the movement of airborne substances that may be harmful to health.

INSTALLATION

- Apply according to approved plan, if shown.
- Mulch disturbed areas and tackify with resins such as asphalt, Curasol or Terratack according to manufacturer's recommendations.
- Stabilize disturbed areas with temporary or permanent vegetation.
- Irrigate disturbed areas until surface is wet.
- Cover surfaces with crushed stone or gravel.

DC

- Apply calcium chloride at a rate to keep surfaces moist.
- Apply spray-on adhesives to mineral soils (not muck soils) as described in Table 1.

Table 1. Spray-On Adhesive Application Requirements

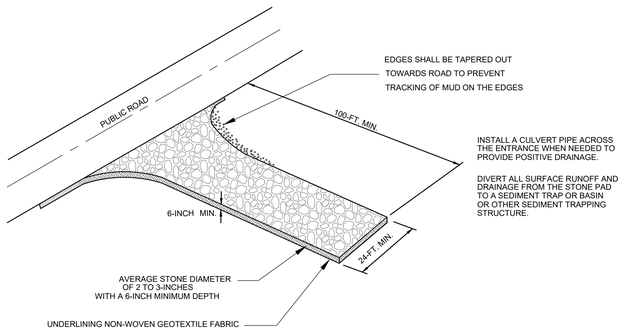
Adhesive	Water Dilution	Nozzle Type	Application (Gal./Acre)
Anionic asphalt emulsion	7:1*	Coarse spray	1,200
Latex emulsion	12.5:1 *	Fine spray	235
Resin-in-water emulsion	4:1*	Fine spray	300

*Use manufacturer's recommendations when available.

DUST CONTROL MEASURES

NOT TO SCALE

DC



WHEN AND WHERE TO USE IT:
STABILIZED CONSTRUCTION ENTRANCES SHOULD BE USED AT ALL POINTS WHERE TRAFFIC WILL BE LEAVING A CONSTRUCTION SITE AND MOVING DIRECTLY ONTO A PUBLIC ROAD.

IMPORTANT CONSIDERATIONS:
IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFFSITE. WASHDOWN FACILITIES SHALL BE REQUIRED AS DIRECTED BY SCDHEC AS NEEDED. WASHDOWN AREAS IN GENERAL MUST BE ESTABLISHED WITH CRUSHED GRAVEL AND DRAIN INTO A SEDIMENT TRAP OR SEDIMENT BASIN.

CONSTRUCTION ENTRANCES SHOULD BE USED IN CONJUNCTION WITH THE STABILIZATION OF CONSTRUCTION ROADS TO REDUCE THE AMOUNT OF MUD PICKED UP BY VEHICLES.

INSTALLATION:
REMOVE ALL VEGETATION AND ANY OBJECTIONABLE MATERIAL FROM THE FOUNDATION AREA.

DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM STONES TO A SEDIMENT TRAP OR BASIN.

INSTALL A NON-WOVEN GEOTEXTILE FABRIC PRIOR TO PLACING ANY STONE.

INSTALL A CULVERT PIPE ACROSS THE ENTRANCE WHEN NEEDED TO PROVIDE POSITIVE DRAINAGE.

THE ENTRANCE SHALL CONSIST OF 1-INCH TO 3-INCH D50 STONE PLACED AT A MINIMUM DEPTH OF 6-INCHES.

MINIMUM DIMENSIONS OF THE ENTRANCE SHALL BE 24-FEET WIDE BY 100-FEET LONG, AND MAY BE MODIFIED AS NECESSARY TO ACCOMMODATE SITE CONSTRAINTS.

THE EDGES OF THE ENTRANCE SHALL BE TAPERED OUT TOWARDS THE ROAD TO PREVENT TRACKING OF MUD AT THE EDGE OF THE ENTRANCE.

INSPECTION AND MAINTENANCE:
CHECK FOR MUD AND SEDIMENT BUILDUP AND PAD INTEGRITY. MAKE DAILY INSPECTIONS DURING PERIODS OF WET WEATHER. MAINTENANCE IS REQUIRED MORE FREQUENTLY IN WET WEATHER CONDITIONS. RESHAPE THE STONE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL.

WASH OR REPLACE STONES AS NEEDED. THE STONE IN THE ENTRANCE SHOULD BE WASHED OR REPLACED WHENEVER THE ENTRANCE FAILS TO REDUCE MUD BEING CARRIED OFF-SITE BY VEHICLES.

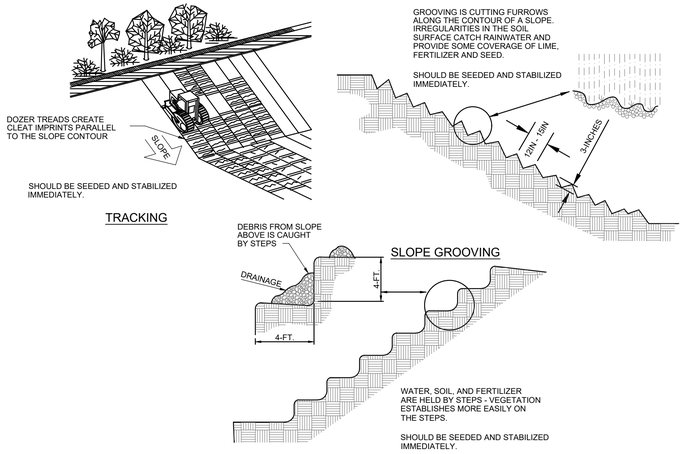
FREQUENT WASHING WILL EXTEND THE USEFUL LIFE OF STONE.

IMMEDIATELY REMOVE MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS BY BRUSHING OR SWEEPING. FLUSHING SHOULD ONLY BE USED WHEN THE WATER CAN BE DISCHARGED TO A SEDIMENT TRAP OR BASIN.

REPAIR ANY BROKEN PAVEMENT IMMEDIATELY.

STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE



TRACKING

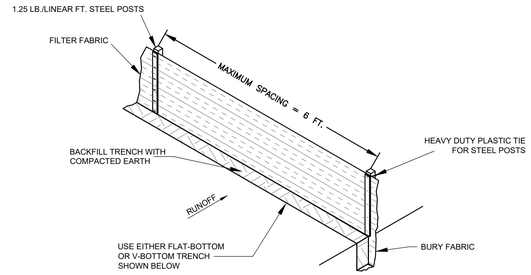
SLOPE GROOVING

STAIR-STEP GRADING

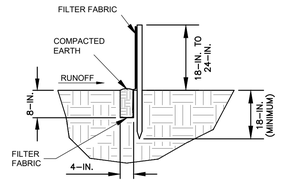
FABRIC OR LG

LAND GRADING TECHNIQUES

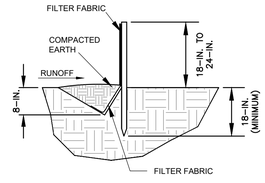
NOT TO SCALE



SILT FENCE INSTALLATION



FLAT-BOTTOM TRENCH DETAIL



V-SHAPED TRENCH DETAIL

WHEN AND WHERE TO USE IT:
SILT FENCE IS APPLICABLE IN AREAS:

WHERE THE MAXIMUM SHEET OR OVERLAND FLOW PATH LENGTH TO THE FENCE IS 100-FEET.
WHERE THE MAXIMUM SLOPE STEEPNESS (NORMAL [PERPENDICULAR) TO FENCE LINE) IS 2H:1V.
THAT DO NOT RECEIVE CONCENTRATED FLOWS GREATER THAN 0.5 CFS.

DO NOT PLACE SILT FENCE ACROSS CHANNELS OR USE IT AS A VELOCITY CONTROL BMP.

MATERIALS:
STEEL POSTS
USE 48-INCH LONG STEEL POSTS THAT MEET THE FOLLOWING MINIMUM PHYSICAL REQUIREMENTS:
COMPOSED OF HIGH STRENGTH STEEL WITH MINIMUM YIELD STRENGTH OF 50,000 PSI.
HAVE A STANDARD "T" SECTION WITH A NOMINAL FACE WIDTH OF 1.38-INCHES AND NOMINAL "T" LENGTH OF 1.48-INCHES.
WEIGH 1.25 POUNDS PER FOOT (± 8%).
HAVE A SOIL STABILIZATION PLATE WITH A MINIMUM CROSS SECTION AREA OF 17-SQUARE INCHES ATTACHED TO THE STEEL POSTS.
PAINTED WITH A WATER BASED BAKED ENAMEL PAINT.

USE STEEL POSTS WITH A MINIMUM LENGTH OF 4-FEET, WEIGHING 1.25 POUNDS PER LINEAR FOOT (± 8%) WITH PROJECTIONS TO AID IN FASTENING THE FABRIC. EXCEPT WHEN HEAVY CLAY SOILS ARE PRESENT ON SITE, STEEL POSTS WILL HAVE A METAL SOIL STABILIZATION PLATE WELDED NEAR THE BOTTOM SUCH THAT WHEN THE POST IS DRIVEN TO THE PROPER DEPTH, THE PLATE WILL BE BELOW THE GROUND LEVEL FOR ADDED STABILITY.
THE SOIL PLATES SHOULD HAVE THE FOLLOWING CHARACTERISTICS:
BE COMPOSED OF MINIMUM 15 GAUGE STEEL.
HAVE A MINIMUM CROSS SECTION AREA OF 17-SQUARE INCHES.

GEOTEXTILE FILTER FABRIC:
FILTER FABRIC IS:
COMPOSED OF FIBERS CONSISTING OF LONG CHAIN SYNTHETIC POLYMERS COMPOSED OF AT LEAST 85% BY WEIGHT OF POLYOLEFINS, POLYESTERS, OR POLYAMIDES.
FORMED INTO A NETWORK SUCH THAT THE FILAMENTS OR YARNS RETAIN DIMENSIONAL STABILITY RELATIVE TO EACH OTHER.
FREE OF ANY TREATMENT OR COATING WHICH MIGHT ADVERSELY ALTER ITS PHYSICAL PROPERTIES AFTER INSTALLATION.
FREE OF DEFECTS OR FLAWS THAT SIGNIFICANTLY AFFECT ITS PHYSICAL AND/OR FILTERING PROPERTIES.
CUT TO A MINIMUM WIDTH OF 36 INCHES.

USE ONLY FABRIC APPEARING ON SCDOT APPROVAL SHEET #34 MEETING THE REQUIREMENTS OF THE MOST CURRENT EDITION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

INSTALLATION:
EXCAVATE A TRENCH APPROXIMATELY 6-INCHES WIDE AND 6-INCHES DEEP WHEN PLACING FABRIC BY HAND. PLACE 12-INCHES OF GEOTEXTILE FABRIC INTO THE 6-INCH DEEP TRENCH, EXTENDING THE REMAINING 6-INCHES TOWARDS THE UPSLOPE SIDE OF THE TRENCH. BACKFILL THE TRENCH WITH SOIL OR GRAVEL AND COMPACT. BURY 12-INCHES OF FABRIC INTO THE GROUND WHEN PNEUMATICALLY INSTALLING SILT FENCE WITH A SLICING METHOD. PURCHASE FABRIC IN CONTINUOUS ROLLS AND CUT TO THE LENGTH OF THE BARRIER TO AVOID JOINTS. WHEN JOINTS ARE NECESSARY, WRAPPED THE FABRIC TOGETHER AT A SUPPORT POST WITH BOTH ENDS FASTENED TO THE POST, WITH A 6-INCH MINIMUM OVERLAP.
INSTALL POSTS TO A MINIMUM DEPTH OF 24-INCHES. INSTALL POSTS A MINIMUM OF 1- TO 2- INCHES ABOVE THE FABRIC, WITH NO MORE THAN 3-FEET OF THE POST ABOVE THE GROUND. SPACE POSTS TO MAXIMUM 6-FEET CENTERS. ATTACH FABRIC TO WOOD POSTS USING STAPLES MADE OF HEAVY-DUTY WIRE AT LEAST 1-1/2-INCH LONG, SPACED A MAXIMUM OF 6-INCHES APART. STAPLE A 2-INCH WIDE LATHE OVER THE FILTER FABRIC TO SECURELY FASTEN IT TO THE UPSLOPE SIDE OF WOODEN POSTS. ATTACH FABRIC TO THE STEEL POSTS USING HEAVY-DUTY PLASTIC TIES THAT ARE EVENLY SPACED AND PLACED IN A MANNER TO PREVENT SAGGING OR TEARING OF THE FABRIC. IN CALL CASES, TIES SHOULD BE AFFIXED IN NO LESS THAN 4 PLACES. INSTALL THE FABRIC A MINIMUM OF 24-INCHES ABOVE THE GROUND. WHEN NECESSARY, THE HEIGHT OF THE FENCE ABOVE GROUND MAY BE GREATER THAN 24-INCHES. IN TIDAL AREAS, EXTRA SILT FENCE HEIGHT MAY BE REQUIRED. THE POST HEIGHT WILL BE TWICE THE EXPOSED POST HEIGHT. POST SPACING WILL REMAIN THE SAME AND EXTRA HEIGHT FABRIC WILL BE 4-, 5-, OR 6-FEET TALL.
LOCATE SILT FENCE CHECKS EVERY 100 FEET MAXIMUM AND AT LOW POINTS. INSTALL THE FENCE PERPENDICULAR TO THE DIRECTION OF FLOW AND PLACE THE FENCE THE PROPER DISTANCE FROM THE TOE OF STEEP SLOPES TO PROVIDE SEDIMENT STORAGE AND ACCESS FOR MAINTENANCE AND CLEANOUT.

INSPECTION AND MAINTENANCE:
CHECK FOR SEDIMENT BUILDUP AND FENCE INTEGRITY. CHECK WHERE RUNOFF HAS ERODED A CHANNEL BENEATH THE FENCE, OR WHERE THE FENCE HAS SAGGED OR COLLAPSED BY FENCE OVERTOPPING. IF THE FENCE FABRIC TEARS, BEGINS TO DECOMPOSE, OR IN ANY WAY BECOMES INEFFECTIVE, REPLACE THE SECTION OF FENCE IMMEDIATELY. REMOVE SEDIMENT ACCUMULATED ALONG THE FENCE WHEN IT REACHES 1/3 THE HEIGHT OF THE FENCE, ESPECIALLY IF HEAVY RAINS ARE EXPECTED. REMOVE TRAPPED SEDIMENT FROM THE SITE OR STABILIZE IT ON SITE. REMOVE SILT FENCE WITHIN 30 DAYS AFTER FINAL STABILIZATION IS ACHIEVED OR

AFTER TEMPORARY BEST MANAGEMENT PRACTICES (BMPS) ARE NO LONGER NEEDED. PERMANENTLY STABILIZE DISTURBED AREAS RESULTING FROM FENCE REMOVAL.

SILT FENCE

NOT TO SCALE

SOUTH CAROLINA NOLLY C. HUTTON CERTIFICATE THOMAS & HUTTON ENGINEERING CO. No. COA2885

SOUTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 2355 NOLLY C. HUTTON

PERMIT SET - FOR REVIEW PURPOSES ONLY

NO.	REVISIONS	BY	DATE

THOMAS & HUTTON

BC BUCKWALTER, LLC
BLUFFTON, SOUTH CAROLINA

CONNECTOR ROAD TO PARCEL 4

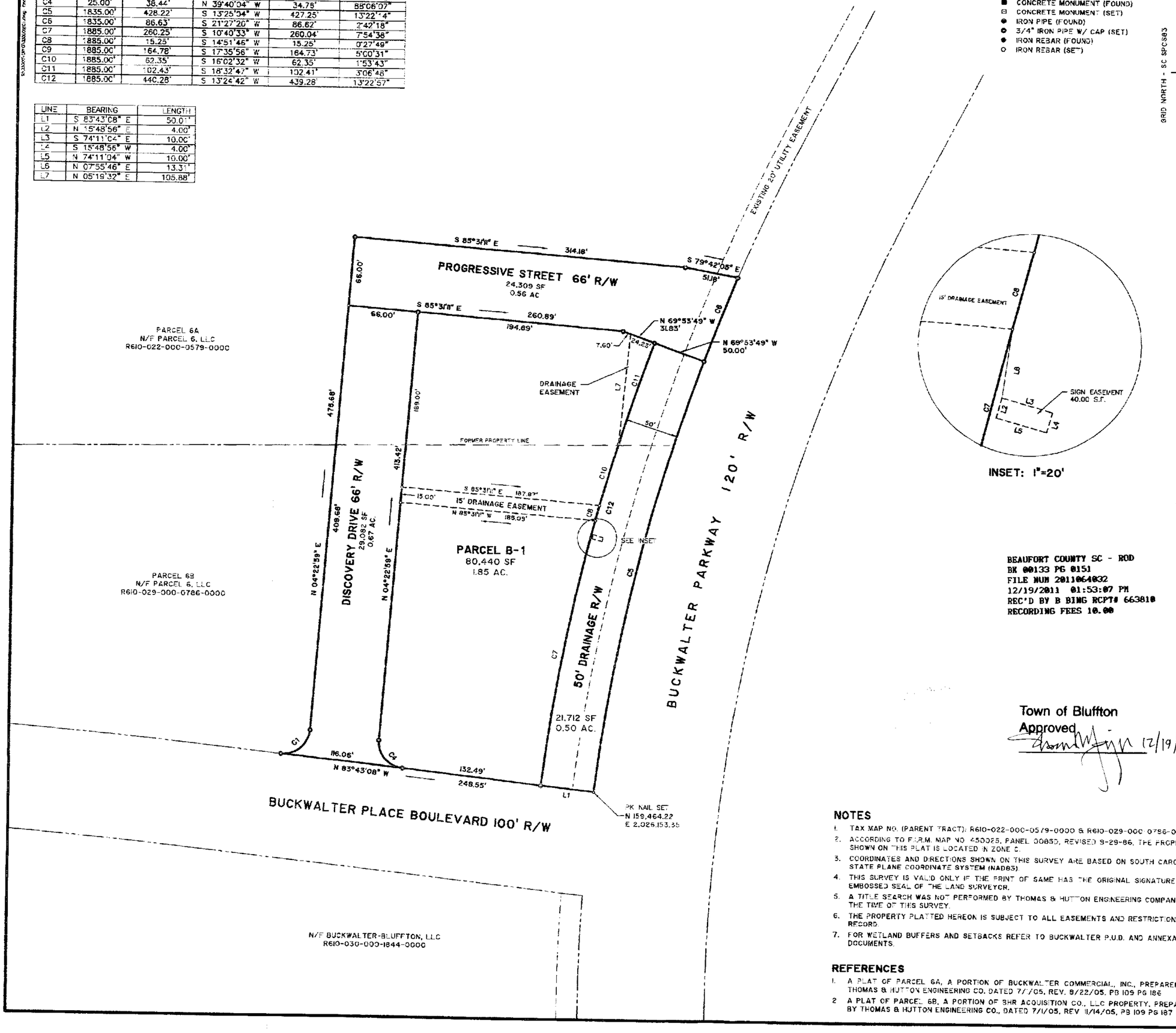
ES & PC DETAILS

JOB NO:	J-25125.0004
DATE:	11/18/2021
DRAWN:	HAC
DESIGNED:	HAC
REVIEWED:	NBL
APPROVED:	NBL
SCALE:	NTS

EC5.1

CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	25.00'	40.10'	N 50°19'56" E	35.94'	91°53'53"
C2	1885.00'	69.00'	S 21°25'21" W	68.99'	2°05'50"
C3	1885.00'	449.19'	S 13°32'50" W	448.12'	13°39'12"
C4	25.00'	38.44'	N 39°40'04" W	34.78'	88°06'07"
C5	1835.00'	428.22'	S 13°25'04" W	427.25'	13°22'14"
C6	1835.00'	86.63'	S 21°27'20" W	86.62'	2°42'18"
C7	1885.00'	260.25'	S 10°40'33" W	260.04'	7°54'38"
C8	1885.00'	15.25'	S 14°51'46" W	15.25'	0°27'49"
C9	1885.00'	164.78'	S 17°35'56" W	164.73'	5°00'31"
C10	1885.00'	62.35'	S 16°02'32" W	62.35'	1°53'43"
C11	1885.00'	102.43'	S 18°32'47" W	102.41'	3°06'48"
C12	1885.00'	440.28'	S 13°24'42" W	439.28'	13°22'57"

LINE	BEARING	LENGTH
L1	S 83°43'08" E	50.01'
L2	N 15°48'56" E	4.00'
L3	S 74°11'04" E	10.00'
L4	S 15°48'56" W	4.00'
L5	N 74°11'04" W	10.00'
L6	N 07°55'46" E	13.31'
L7	N 05°19'32" E	105.88'

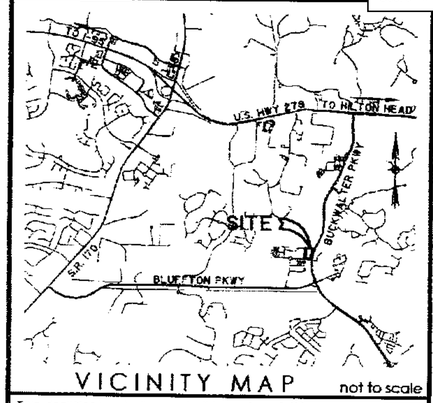


LEGEND

- MEANDER POINT (NO MONUMENT)
- CONCRETE MONUMENT (FOUND)
- CONCRETE MONUMENT (SET)
- IRON PIPE (FOUND)
- 3/4" IRON PIPE W/ CAP (SET)
- IRON REBAR (FOUND)
- IRON REBAR (SET)

GRID NORTH - SC SPCS83

INSET: 1"=20'



VICINITY MAP not to scale

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SOUTH CAROLINA — THOMAS & HUTTON ENGINEERING CO. — No. C00265 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA — PROFESSIONAL LAND SURVEYOR — No. 27743 — 12.12.11 — STUART W. SPENCER

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

STUART W. SPENCER
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 27743

A BOUNDARY SURVEY OF

PARCEL B-1
BEING A 1.85 ACRE PORTION OF THE LANDS OF PARCEL 6, LLC

TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA

prepared for
PARCEL 6, LLC

No.	Revision	By	Date

BEAUFORT COUNTY SC - ROD
BK 00133 PG 0151
FILE NUM 2011064032
12/19/2011 01:53:07 PM
REC'D BY B BING RCPT# 663818
RECORDING FEES 10.00

Town of Bluffton
Approved 12/19/11

NOTES

1. TAX MAP NO. (PARENT TRACT): R610-022-000-0579-0000 & R610-029-000-0786-0000
2. ACCORDING TO F.I.R.M. MAP NO. 450025, PANEL 0085D, REVISED 9-29-86, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN ZONE C.
3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83).
4. THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
5. A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING COMPANY AT THE TIME OF THIS SURVEY.
6. THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
7. FOR WETLAND BUFFERS AND SETBACKS REFER TO BUCKWALTER P.U.D. AND ANNEXATION DOCUMENTS.

REFERENCES

1. A PLAT OF PARCEL 6A, A PORTION OF BUCKWALTER COMMERCIAL, INC., PREPARED BY THOMAS & HUTTON ENGINEERING CO. DATED 7/7/05, REV. 8/22/05. PB 109 PG 186
2. A PLAT OF PARCEL 6B, A PORTION OF BHR ACQUISITION CO., LLC PROPERTY, PREPARED BY THOMAS & HUTTON ENGINEERING CO., DATED 7/1/05, REV. 11/14/05, PB 109 PG 187

THOMAS & HUTTON
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50 Park of Commerce Way
PO Box 2727
Savannah, GA 31402-2727
p 912.234.5300 f 912.234.2950
www.thomasandhutton.com

60 0 60 120
1 INCH = 60 FEET

plat	drawn	reviewed	field	crew
12/12/11	LPO	SWS	12/08/11	BL

job 23300/20300 SHEET 1 OF 1

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 62°57'15" W	30.80'
L2	N 85°33'25" W	151.78'
L3	S 04°26'41" W	202.47'
L4	S 85°33'11" E	142.47'
L5	N 33°43'08" W	73.05'
L6	N 85°09'27" W	66.00'
L7	S 52°18'24" W	43.11'
L8	S 57°56'26" W	64.80'
L9	S 48°23'01" W	64.52'
L10	S 65°30'04" W	80.12'
L11	S 81°29'48" W	44.28'
L12	S 51°01'30" W	77.27'
L13	N 75°11'10" W	76.12'
L14	S 51°01'06" W	42.81'
L15	S 35°58'23" W	57.87'
L16	S 55°20'17" W	35.76'
L17	S 48°30'00" W	45.13'
L18	S 43°50'58" W	49.18'
L19	S 20°31'53" W	42.61'
L20	S 05°32'55" E	31.07'
L21	N 80°09'30" W	38.12'
L22	S 48°24'17" W	39.65'
L23	S 35°39'12" W	49.52'
L24	S 40°33'04" W	55.08'
L25	S 29°19'41" W	49.13'
L26	S 30°03'47" W	59.90'
L27	S 32°15'43" W	59.39'
L28	S 28°06'29" W	45.87'
L29	S 33°59'21" W	47.87'
L30	S 30°44'50" W	47.54'
L31	S 15°20'59" W	50.57'
L32	S 38°08'44" W	51.44'
L33	S 16°46'31" W	53.42'
L34	S 04°07'51" W	33.30'
L35	S 02°45'54" W	50.27'
L36	S 76°52'15" W	40.92'
L37	S 24°43'44" W	35.41'
L38	S 33°33'42" W	47.35'
L39	S 89°14'55" W	232.14'
L40	N 17°33'48" W	212.96'
L41	N 37°00'48" E	171.48'
L42	S 48°10'32" E	85.65'
L43	S 14°26'54" E	65.09'
L44	S 11°00'49" E	61.35'
L45	S 33°57'59" E	66.60'
L46	S 20°52'29" E	45.77'
L47	S 37°12'24" W	68.92'
L48	S 13°46'53" W	98.30'
L49	S 10°16'56" W	39.72'
L50	S 38°08'40" W	38.34'
L51	S 26°50'16" W	33.36'
L52	S 12°38'56" W	56.95'
L53	S 01°21'39" E	40.04'
L54	S 14°13'41" E	58.18'
L55	S 07°20'13" E	46.26'
L56	S 10°14'50" E	59.19'
L57	S 13°06'12" E	46.83'
L58	S 05°30'16" E	57.79'
L59	S 5°31'20" E	43.22'
L60	S 45°39'12" E	56.96'
L61	N 87°06'58" E	42.01'
L62	N 55°11'00" E	82.63'
L63	N 58°02'09" E	67.97'
L64	S 79°48'27" E	43.53'
L65	N 84°51'07" E	66.05'
L66	N 32°25'59" E	64.60'
L67	N 67°16'11" E	41.26'
L68	S 20°42'19" E	83.98'
L69	S 03°54'17" E	75.86'
L70	S 15°02'13" W	98.89'
L71	S 03°38'05" E	68.56'
L72	N 84°00'02" E	54.79'
L73	S 55°43'34" E	89.51'
L74	N 79°42'05" W	51.18'
L75	N 08°45'46" E	30.86'

LINE TABLE		
LINE	BEARING	LENGTH
L76	S 27°40'01" W	89.58'
L77	S 27°40'01" W	50.00'
L78	S 27°40'01" W	268.19'
L79	S 85°33'11" E	53.94'
L80	N 04°34'29" E	171.96'
L81	N 04°34'29" E	50.00'
L82	S 87°53'44" W	172.51'
L83	N 44°35'47" W	271.23'
L84	N 25°07'44" E	68.68'
L85	S 87°53'44" W	172.51'
L86	N 44°35'47" W	116.54'
L87	N 74°25'48" W	222.10'
L88	N 62°24'30" W	44.23'
L89	N 62°24'30" W	44.17'
L90	N 74°25'48" W	222.10'
L91	N 44°35'47" W	28.84'
L92	S 04°29'33" W	86.36'
L93	S 04°29'33" W	32.89'
L94	S 85°25'31" E	272.38'
L95	S 85°25'31" E	50.00'
L96	N 04°34'29" E	45.92'
L97	S 85°25'31" E	251.85'
L98	N 85°25'31" W	251.85'
L99	N 04°34'29" E	45.92'
L100	S 85°25'31" E	66.00'
L101	N 04°28'49" E	355.37'
L102	N 85°31'11" W	13.95'
L103	S 04°30'13" W	314.50'
L104	N 05°45'44" E	264.27'
L105	S 04°22'59" W	10.07'
L106	N 45°34'23" W	57.55'
L107	N 85°25'31" W	308.21'
L108	N 04°34'29" E	7.09'
L109	S 85°13'19" E	351.86'
L110	S 85°25'13" E	251.80'
L111	S 04°34'29" W	109.84'
L112	N 85°25'31" W	109.50'
L113	S 04°34'29" W	14.22'
L114	N 85°25'31" W	15.00'
L115	N 04°34'29" E	84.94'
L116	S 85°25'31" E	127.30'
L117	N 04°34'29" E	209.01'
L118	N 04°34'29" E	29.54'
L119	N 04°34'29" E	20.96'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	1640.00'	466.96'	S 19°30'36" W	465.38'	16°18'50"
C2	25.00'	40.10'	S 50°19'56" W	35.94'	91°53'53"
C3	5055.00'	155.27'	N 84°35'56" W	155.26'	1°45'36"
C4	110.00'	172.72'	N 40°29'46" W	155.51'	89°57'49"
C5	550.00'	52.20'	N 25°15'48" W	52.18'	5°26'17"
C6	1835.00'	155.61'	S 25°14'15" W	155.57'	4°51'32"
C7	1885.00'	170.94'	S 25°04'08" W	170.88'	5°11'45"
C8	1640.00'	54.79'	N 12°18'37" E	54.79'	1°54'52"
C9	1640.00'	412.16'	N 20°28'02" E	411.08'	14°23'58"
C10	313.00'	368.30'	S 54°11'10" W	347.42'	67°25'07"
C11	313.00'	259.53'	N 68°21'02" W	252.16'	47°30'29"
C12	165.00'	85.91'	S 59°30'48" E	84.95'	29°50'01"
C13	263.00'	311.59'	S 53°57'16" W	293.69'	67°52'54"
C14	263.00'	218.07'	N 68°21'02" W	211.88'	47°30'29"
C15	30.00'	46.61'	N 00°05'05" W	42.06'	89°00'24"
C16	122.00'	84.86'	S 24°30'03" W	83.16'	39°51'08"
C17	175.00'	36.72'	N 68°25'09" W	36.65'	12°01'18"
C18	125.00'	26.23'	N 68°25'09" W	26.18'	12°01'18"
C19	215.00'	111.95'	N 59°30'48" W	110.69'	29°50'01"
C20	40.00'	51.18'	N 8°14'53" W	47.76'	73°18'12"
C21	40.00'	40.16'	S 33°20'15" W	38.49'	57°31'52"
C22	86.00'	135.09'	N 49°34'29" E	121.62'	90°00'00"
C23	136.00'	14.27'	S 88°25'52" E	14.26'	6°00'43"
C24	136.00'	199.36'	N 46°34'08" E	181.98'	83°59'17"
C25	4946.00'	16.53'	S 04°28'44" W	16.53'	0°11'30"

ADJOINING PROPERTY
OWNER INFORMATION

(A) N/F
GEA STATESBORO, LLC
PIN R610-022-000-1097-0000
DB 3211, PG 1278
PB 135, PAGE 170

(D) N/F
EZAN, LLC
PIN R610-029-000-1719-0000
DB 3107, PG 249
PB 133, PAGE 151

(F) N/F
TOWN OF BLUFFTON
PIN R620-030-000-1777-0000
DB 2979, PG 320
PB 108, PAGE 62

(G) N/F
TOWN OF BLUFFTON
PIN R610-022-000-1099-0000
PB 136, PAGE 106

(H) N/F
TOWN OF BLUFFTON
PIN R610-030-000-1649-0000
DB 3286, PG 1428
PB 108, PAGE 62

(I) N/F
TOWN OF BLUFFTON
PIN R610-030-000-1850-0000
PB 120, PAGE 78

(J) N/F
PARCEL 6, LLC
PIN R610-029-000-0787-0000
DB 2979, PG 323
PB 109, PAGE 187

(K) N/F
PARKSIDE PROPERTY OWNERS ASSOCIATION
PIN R614-029-000-0487-0000
DB 2682, PG 122
PB 103, PAGE 134

(L) N/F
PARKSIDE PROPERTY OWNERS ASSOCIATION
PIN R614-029-000-1143-0000
DB 2682, PG 122
PB 112, PAGE 148-150

(M) N/F
40 ISLAND WEST DRIVE, LLC
PIN R600-021-000-0198-0000
DB 3077, PG 737
PB 39, PAGE 193

(N) N/F
ISLAND WEST ASSOCIATES
PIN R600-021-000-0070-0000
DB 1128, PG 192
PB 60, PAGE 165

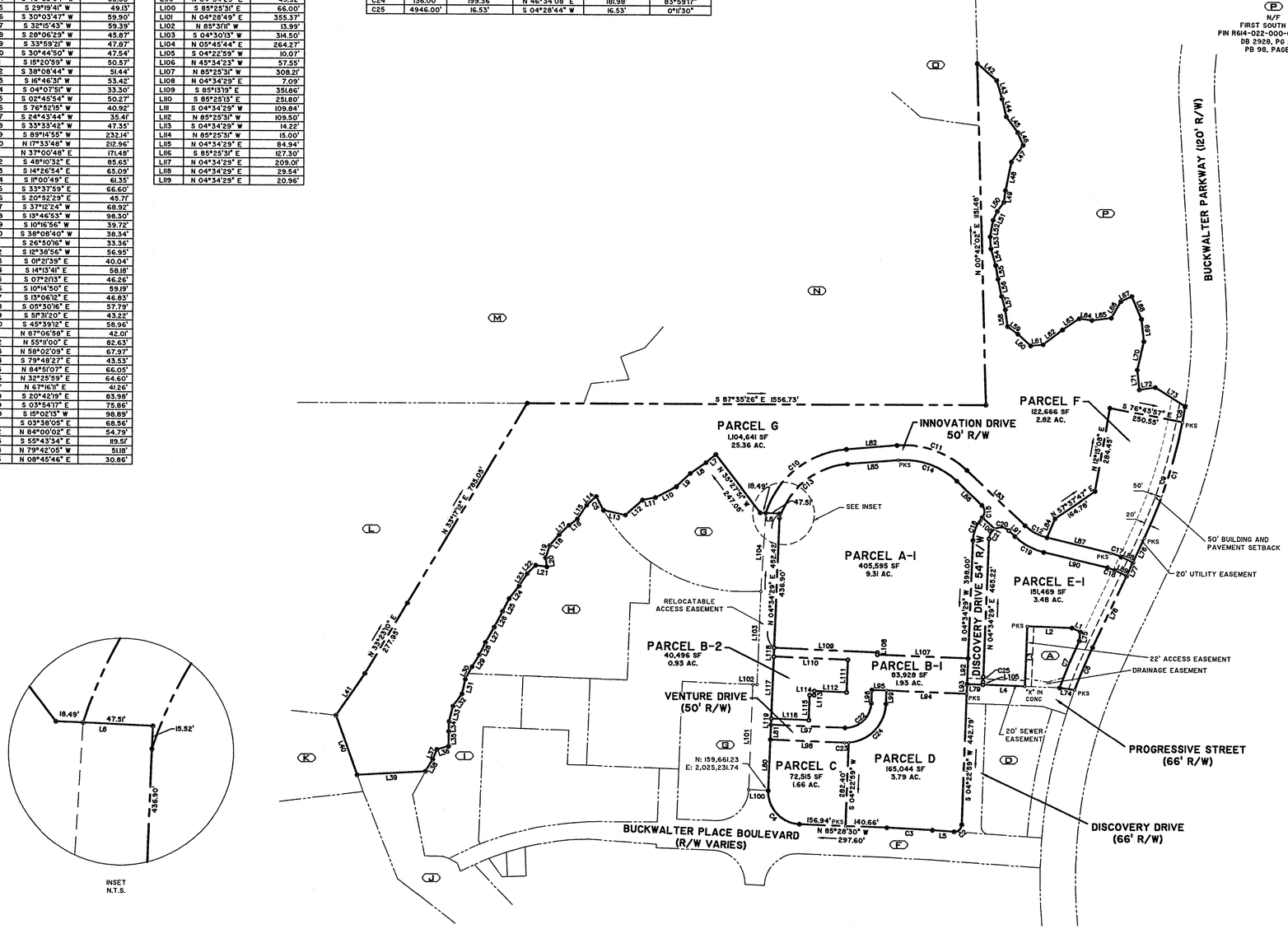
(O) N/F
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PIN R600-021-000-0198-0000
DB 3077, PG 737
PB 39, PAGE 193

(P) N/F
FIRST SOUTH BANK
PIN R614-022-000-0894-0000
DB 2928, PG 2008
PB 98, PAGE 89

GRID NORTH (NAD83)
SOUTH CAROLINA SPC

Town of Bluffton
JUN 18 2019
Planning & Growth Mgmt

TOWN OF BLUFFTON
APPROVED



INSET
N.T.S.

LEGEND

- MEANDER POINT (NO MONUMENT)
- CONCRETE MONUMENT (FOUND)
- CONCRETE MONUMENT (SET)
- IRON PIPE (FOUND)
- IRON PIPE (SET)
- IRON REBAR (FOUND)
- IRON REBAR (SET)

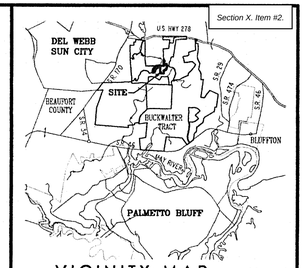
PKS PK NAIL SET

NOTES

1. TAX MAP NO. (PARENT TRACT): R610-022-000-0579-0000.
2. ACCORDING TO F.I.R.M. MAP NO. 450025, PANEL 0852, 0552 & 0800, REVISED SEPTEMBER 29, 1986, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN ZONE C, OUTSIDE THE 100 YEAR FLOOD HAZARD AREA.
3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
4. THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
5. A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING CO. AT THE TIME OF THIS SURVEY.
6. THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
7. DEED REFERENCE: DEED BOOK 2317, PAGE 822.
8. THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE.
9. THIS PLAT REPLACES PLAT RECORDED IN PB 146, PAGE 97.

REFERENCES

1. A BOUNDARY PLAT OF PARCEL 6A, A PORTION OF BUCKWALTER COMMERCIAL, INC., PREPARED FOR BUCKWALTER COMMERCIAL, INC., BY THOMAS & HUTTON ENGINEERING CO., DATED JULY 1, 2005, RECORDED IN PLAT BOOK 109, PAGE 186, BEAUFORT COUNTY RECORDS.
2. A ALTA/ACSM LAND TITLE SURVEY OF 7.12 ACRES, A PORTION OF PARCEL 6A & PARCEL 6B, A SECTION OF BUCKWALTER PLACE, PREPARED FOR THE TOWN OF BLUFFTON, BY SC SURVEYING CONSULTANTS, DATED MARCH 13, 2013, RECORDED IN PLAT BOOK 136, PAGE 106, BEAUFORT COUNTY RECORDS.
3. A SUBDIVISION PLAT OF 23.04 ACRES, BUCKWALTER PARKWAY (BLUFFTON TECH PARK), PREPARED FOR THE TOWN OF BLUFFTON, BY WARD EDWARDS, INC., DATED MAY 30, 2007, RECORDED IN PLAT BOOK 120, PAGE 78, BEAUFORT COUNTY RECORDS.
4. A BOUNDARY SURVEY OF PARCEL B-1, BEING A 1.85 ACRE PORTION OF THE LANDS OF PARCEL 6, LLC, PREPARED FOR PARCEL 6, LLC, BY THOMAS & HUTTON ENGINEERING CO., DATED DECEMBER 12, 2011, RECORDED IN PLAT BOOK 153, PAGE 151, BEAUFORT COUNTY RECORDS.
5. A BOUNDARY SURVEY OF PARCEL B-2 & A 50' DRAINAGE RIGHT OF WAY, BEING A PORTION OF THE LANDS OF PARCEL 6, LLC, PREPARED FOR GEA STATESBORO, LLC, BY THOMAS & HUTTON ENGINEERING CO., DATED SEPTEMBER 12, 2012, RECORDED IN PLAT BOOK 135, PAGE 170, BEAUFORT COUNTY RECORDS.
6. SUBDIVISION OF THE LANDS OF PARCEL 6, LLC, PREPARED BY THOMAS & HUTTON, DATED 3-15-17, RECORDED IN PB 146, PAGE 97.



VICINITY MAP not to scale

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ACREAGE SCHEDULE

PARCEL A-1	9.31 AC.
PARCEL B-1	1.93 AC.
PARCEL B-2	0.93 AC.
PARCEL C	1.66 AC.
PARCEL D	3.79 AC.
PARCEL E-1	3.48 AC.
PARCEL F	2.82 AC.
PARCEL G	25.36 AC.
VENTURE DRIVE	0.54 AC.
DISCOVERY DRIVE	0.68 AC.
INNOVATION DRIVE	1.67 AC.
TOTAL	52.17 AC.

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING CO.
No. C00285
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
PROFESSIONAL ENGINEER
No. 26957
6/6/19
ROBERT K. MORGAN, III
REGISTERED LAND SURVEYOR

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

ROBERT K. MORGAN, III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 26957

SUBDIVISION OF

THE LANDS OF PARCEL 6, LLC

BLUFFTON TOWNSHIP
BEAUFORT COUNTY, SOUTH CAROLINA

prepared for

BC BUCKWALTER, LLC

BEAUFORT COUNTY SC - ROD
BK 152 Pg 32
FILE NUM 2019033291

10/25/2019 10:48:29 AM
REQUESTED BY: # 936471
RECORDING FEES $10.00

No.	Revision	By	Date
1	PARCELS A, B, E AND DISCOVERY DRIVE	LPO	6-4-19

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting

50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300

www.thomasandhutton.com

200 0 200 400
1 INCH = 200 FEET

plat	drawn	reviewed	field	crew
03-15-17	LPO	RKM	MARCH.2017	BL

job 25125.0004 SHEET 1 OF 1

Attachment 2

Beaufort Memorial Hospital Applications
Town Council Ordinances Second Reading
Proposed Motion

Approval of a Resolution to Approve a Three-Party Agreement between Buckwalter Association Inc., Beaufort County, and the Town of Bluffton to construct the connection road between Buckwalter Place and Washington Square

1. Ordinance approving the acquisition of residential development rights in the amount of sixty (60) Residential Dwelling Units ("RDUs") owned by the Town of Bluffton and held in the Town's Development Rights Bank pursuant to the Transfer of Development Rights Ordinance

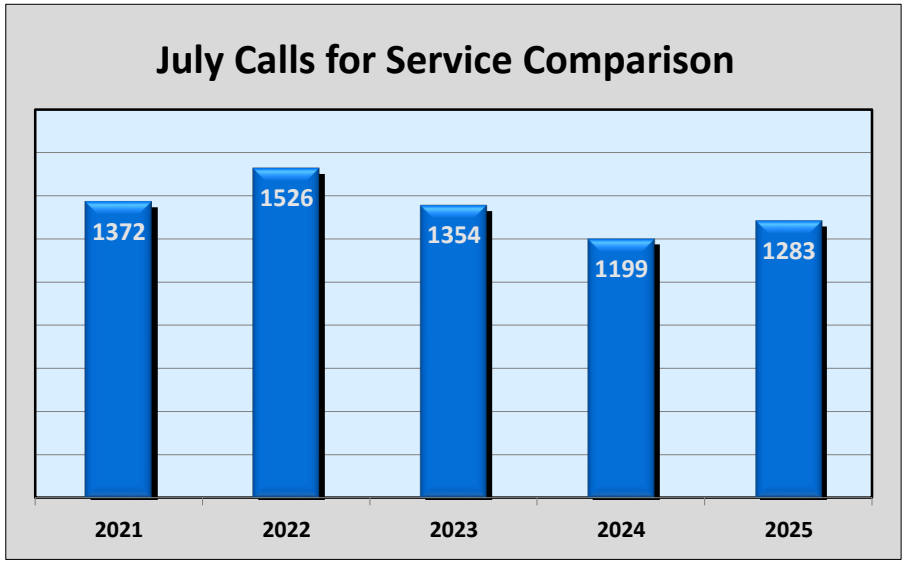
   "I move to ***(approve/approve with conditions/postpone/deny)*** *Resolution to Approve a Three-Party Agreement between Buckwalter Association Inc., Beaufort County, and the Town of Bluffton to construct the connection road between Buckwalter Place and Washington Square; And, Authorizing The Town Manager to Approve Minor Changes Resulting from Legal Review and Execution And Recording Of Associated Documents."*

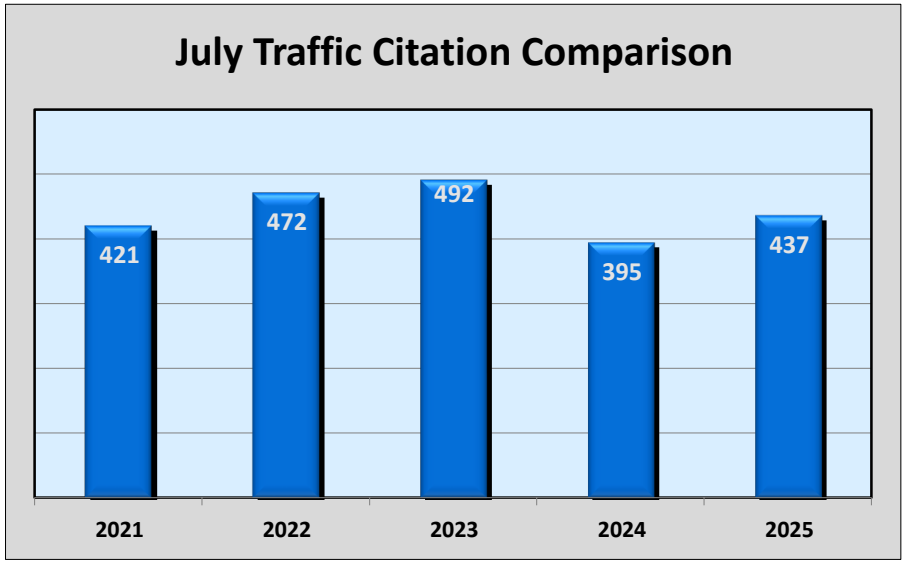
STATISTICAL INFORMATION

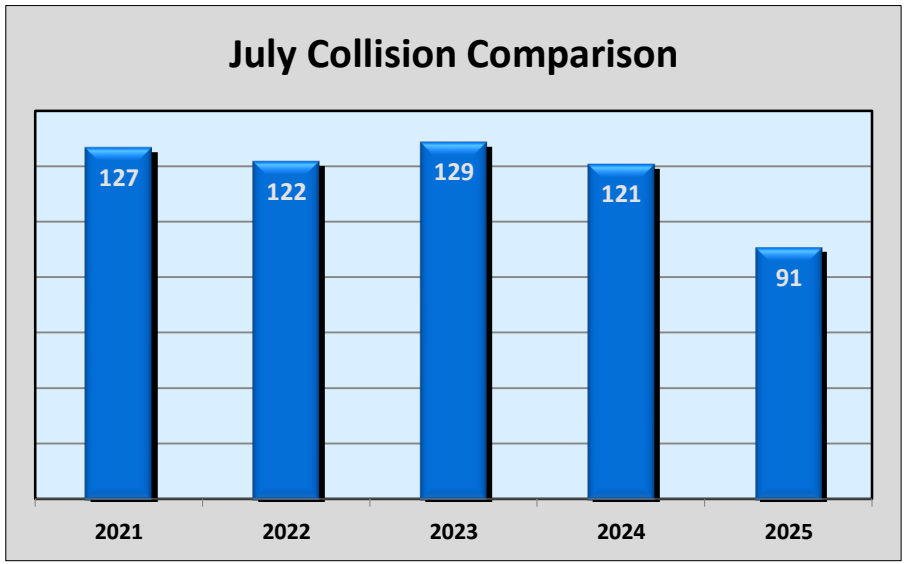
BLUFFTON POLICE DEPARTMENT

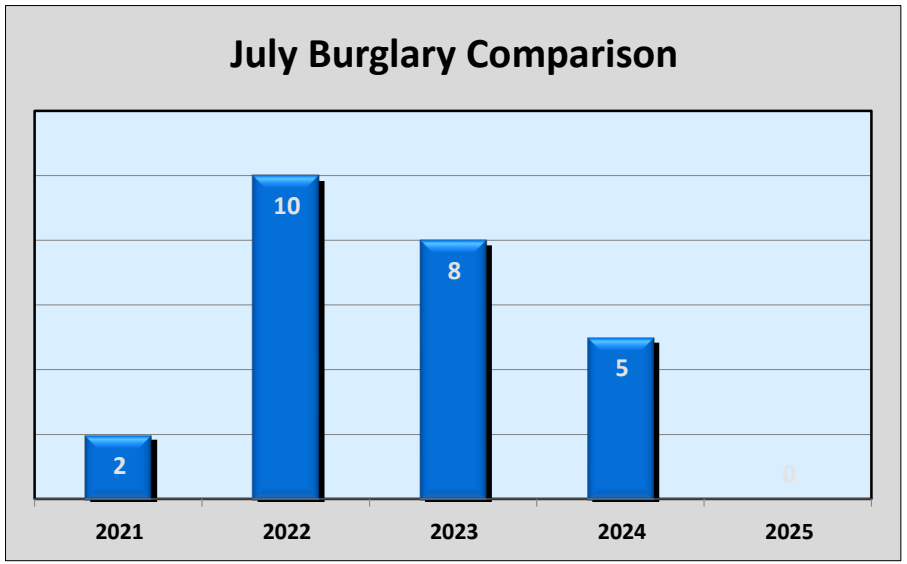
July 31, 2025

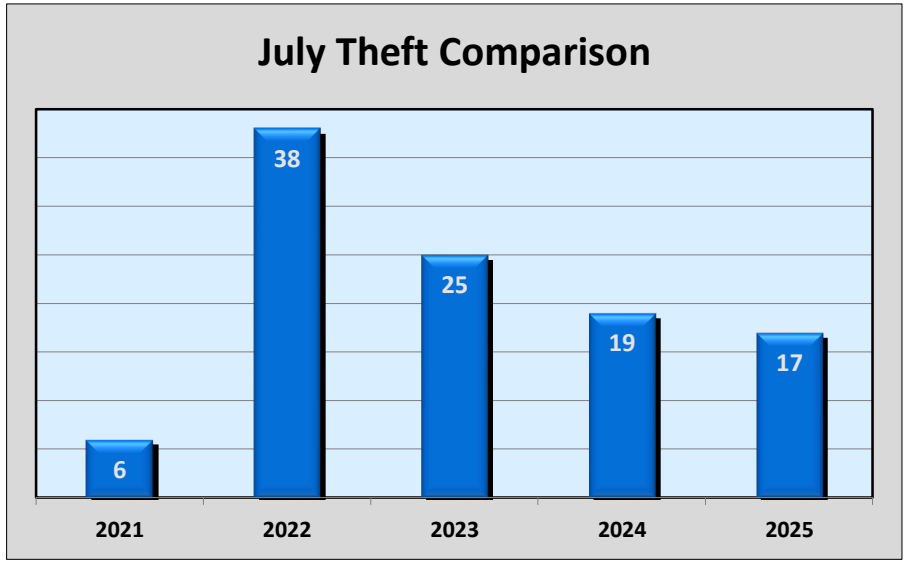
Presented by Chief Joseph Babkiewicz

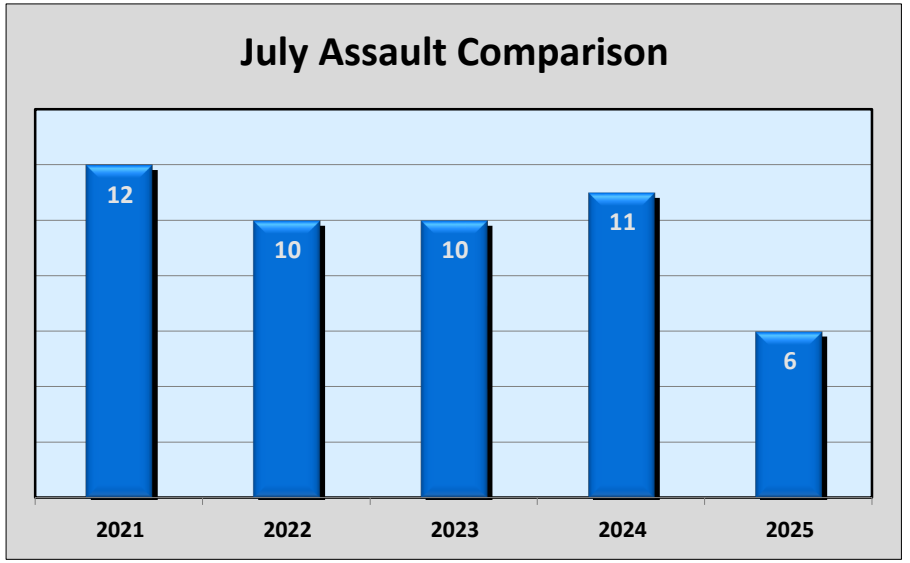

July Calls for Service Comparison
1372
1526
1354
1199
1283
2021
2022
2023
2024
2025

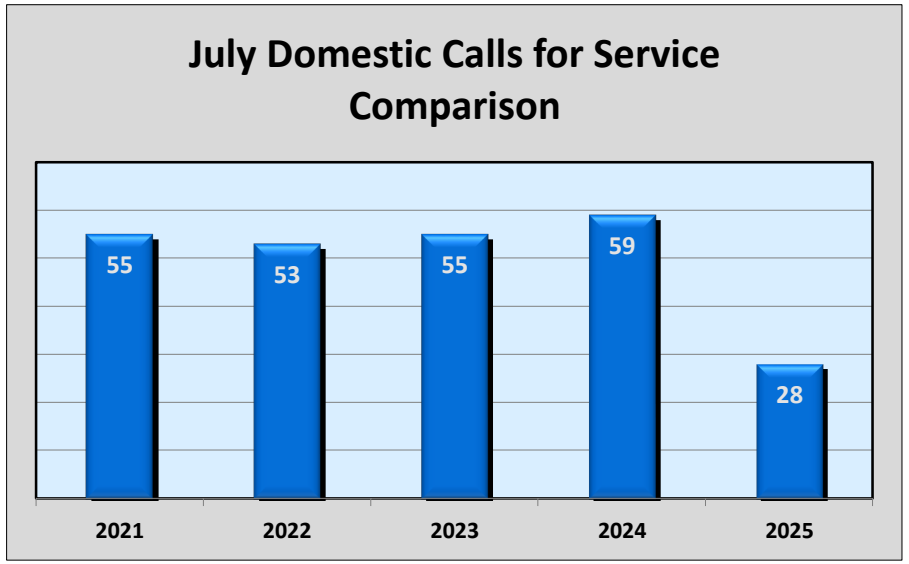

July Traffic Citation Comparison
421
472
492
395
437
2021
2022
2023
2024
2025

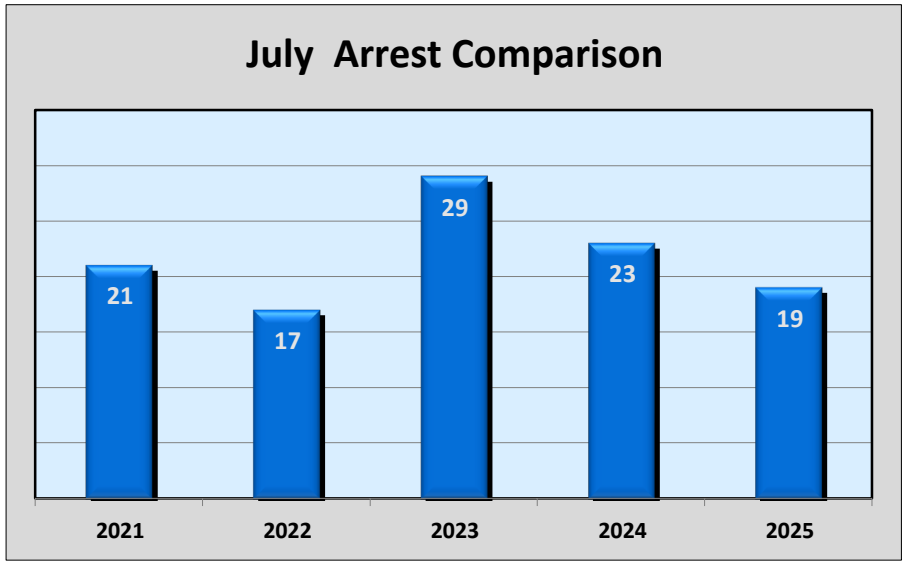

July Collision Comparison
127
122
129
121
91
2021
2022
2023
2024
2025


July Burglary Comparison
2
10
8
5
0
2021
2022
2023
2024
2025


July Theft Comparison
6
38
25
19
17
2021
2022
2023
2024
2025


July Assault Comparison
12
10
10
11
6
2021
2022
2023
2024
2025

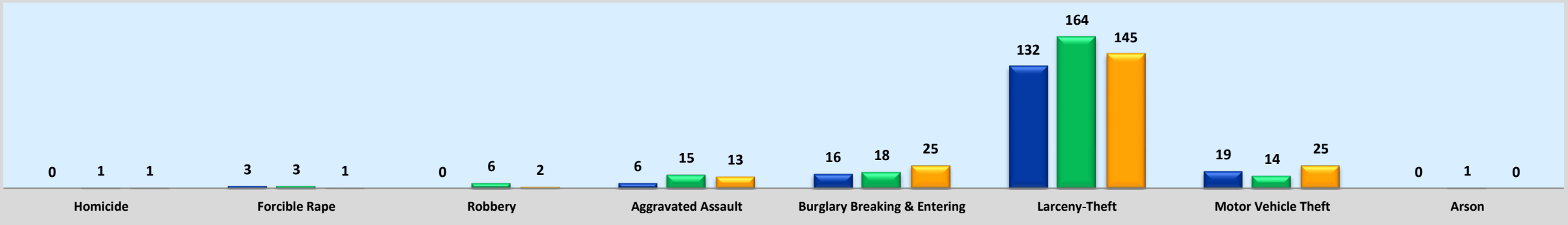

July Domestic Calls for Service Comparison
55
53
55
59
28
2021
2022
2023
2024
2025


July Arrest Comparison
21
17
29
23
19
2021
2022
2023
2024
2025

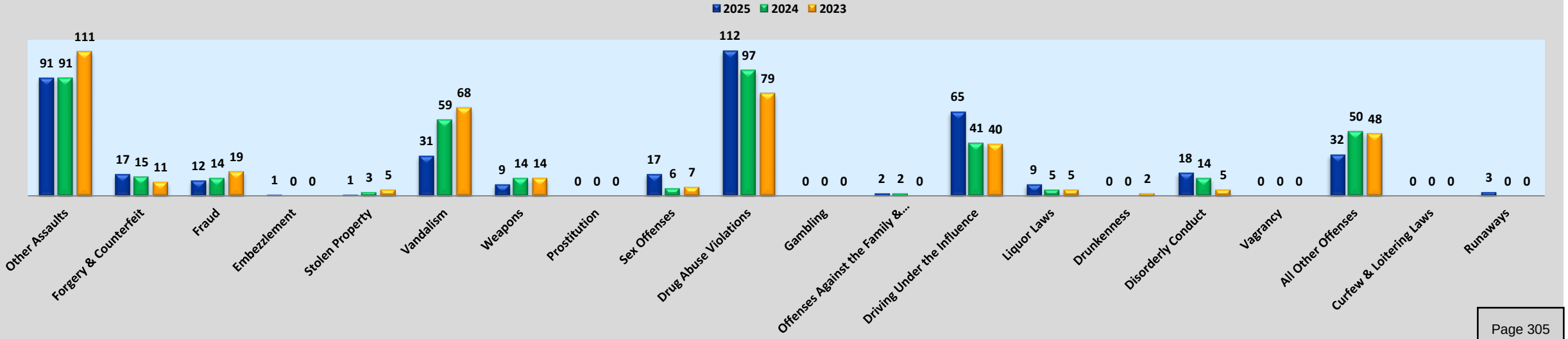
DEPARTMENT HIGHLIGHTS

Year-to-Date
July

Part I Crimes

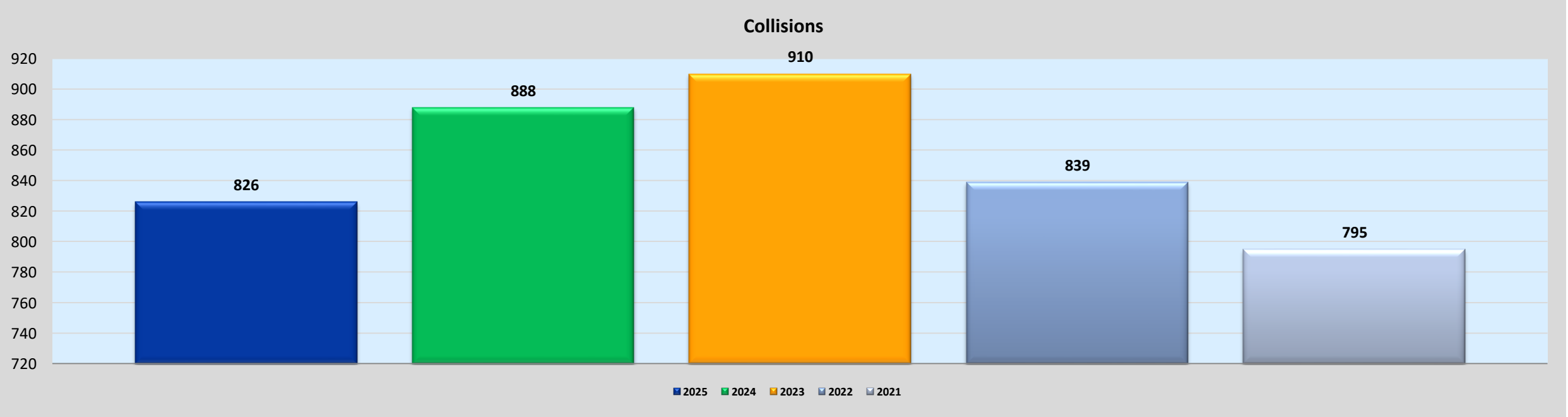


Part II Crimes



DEPARTMENT HIGHLIGHTS

Year-to-Date
July





Law Enforcement Advisory Committee

- Meeting cancelled due to inclement weather

Meetings Attended by Chief Joseph Babkiewicz

Every Wednesday – Senior Staff Communications Meeting
Every Friday – Men's Meeting @ Bible Missionary Baptist Church

Jul 1st – Intern Meet & Greet
Jul 1st – Command Staff Meeting
Jul 1st – Attend Stay Safe Bluffton 5K Race
Jul 2nd – Attend Mayor's Cup
Jul 3rd – MS Teams Meeting for Lexipol
Jul 3rd – Attend Independence Day Pre-Fireworks Celebration
Jul 8th – Attend Janitorial Services meeting
Jul 8th – Attend Town Council meeting
Jul 9th – Meeting with Director of Compliance and Contracts
Jul 10th – Meeting with Public Works Director
Jul 10th – Attend Applicant PAT testing
Jul 10th – Attend TOB Summer Internship Lunch
Jul 10th – End of Phase meeting – Recruit Cash
Jul 14th – Attend MS CIP meeting
Jul 15th – Command Staff Interviews – 3 Police Applicants
Jul 15th – Attend Town Council Quarterly Workshop
Jul 16th – Meet with OPFOB Representatives
Jul 21st – Retention/Morale Committee meeting
Jul 22nd – Meeting with Low Country for Healthy Youth Representative
Jul 22nd – End of Phase meeting – Recruit Collins

Meetings Attended by Chief Joseph Babkiewicz cont.

Jul 23rd – Presentation for Coastal Shores Landscape and Property Maintenance
Jul 23rd – Coffee with a Cop @ Starbucks
Jul 23rd – Meeting with Town Manager
Jul 23rd – Meeting with NAACP Representatives
Jul 24th – Meeting with Kiwana's Club
Jul 24th – IACP Zoom meeting
Jul 24th – Cook Out with Cops @ Mill Creek
Jul 25th – Attend New Riverside Trail Inspection
Jul 28th - Attend Applicant PAT testing
Jul 28th – Attend Wellness Committee meeting
Jul 28th – Zoom meeting with Urban SDK
Jul 28th – Meeting with Citizen
Jul 29th – MS Teams meeting with CALEA Regional Program Manager
Jul 29th – Traffic Enforcement meeting
Jul 29th – Command Staff meeting
Jul 30th – Ribbon Cutting Celebration for HALO

Commendations -	**None**
Complaints -	**None**

Police Department Demographics as of July 31, 2025

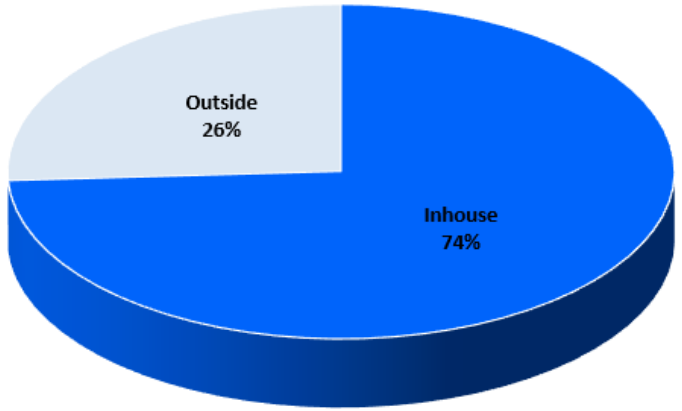
DEPARTMENT	Black	Hispanic	Other	White	Grand Total
Female	2	4	1	17	24
Male	7	4	3	39	53
Grand Total	9	8	4	56	77

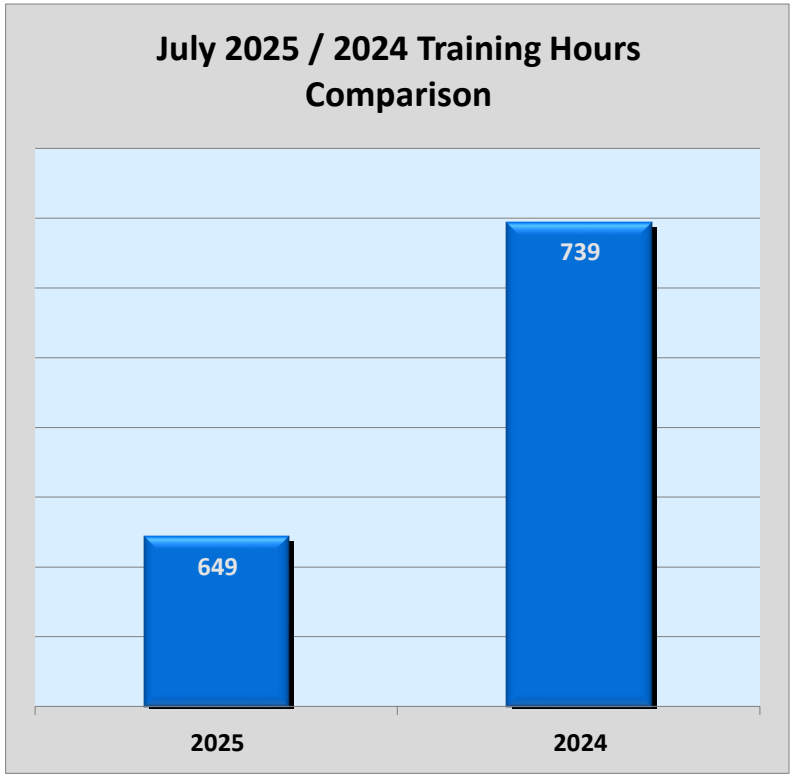
SWORN OFFICERS	Black	Hispanic	Other	White	Grand Total
Female	1	1		9	11
Male	6	4	3	35	48
Grand Total	7	5	3	44	59

July
Officer Training

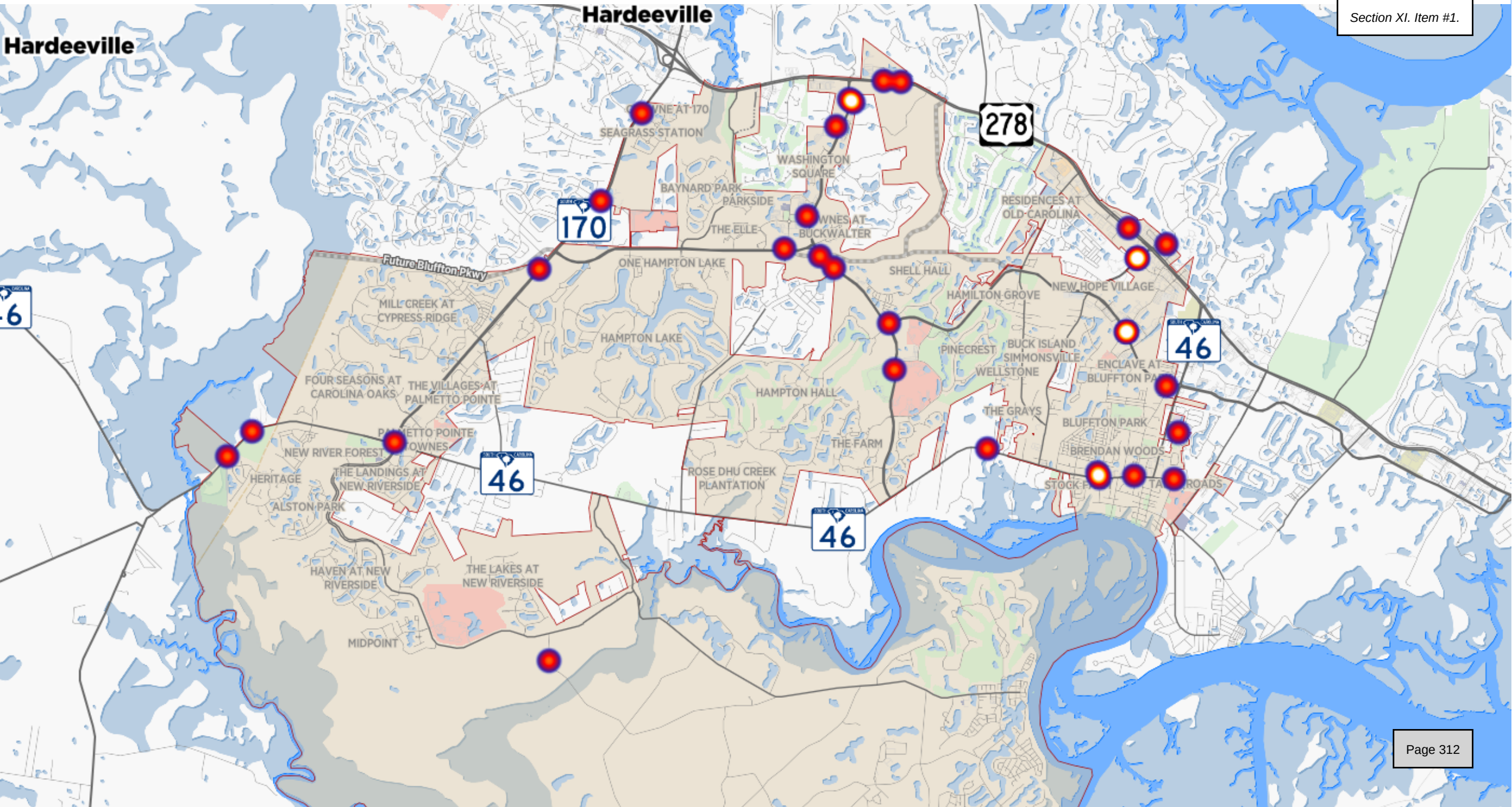
In-House
Line-Up 2025 May-June – 2 Officers
Studio – Medical Admittance and Denial – 20 Officers
Officer Liability – 9 Officers
Racial Profiling – 13 Officers
DUI-SFST Recertification – 3 Officers
DMT Operation Recertification – 3 Officers
Line-Up 2025 July-August – 41 Officers
Studio – Police/Dog Encounters - 31 Officers
Activity shooter – 8 Officers
Firearms – Open Range – 3 Officers
Pre-Academy – 2 Recruits

Outside
Current Drug Trends – 1 Officer
NASRO – 2 Officers
Crime Scene for Investigators – 1 Officer
SLI LEEDA – 1 Officer

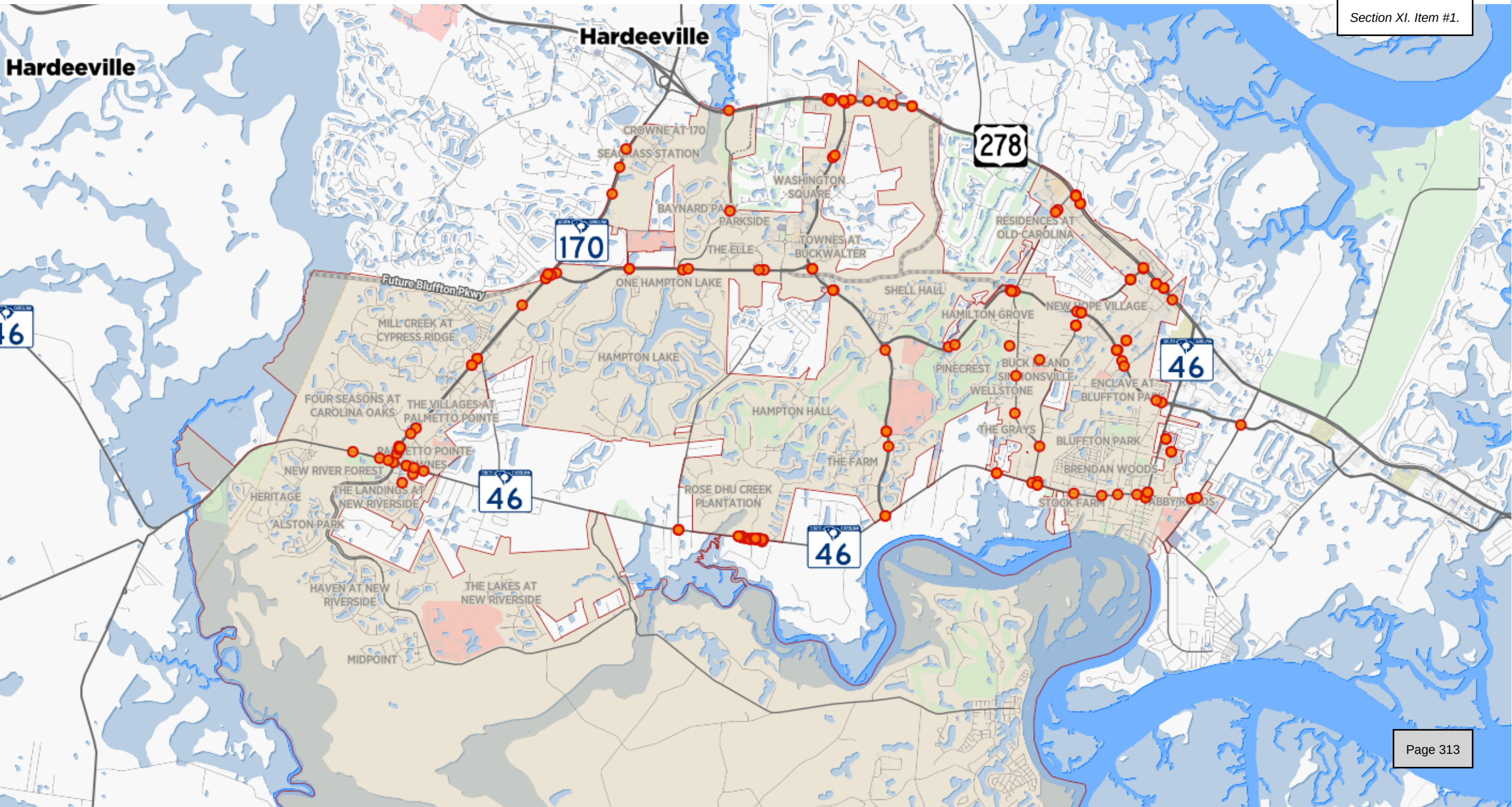




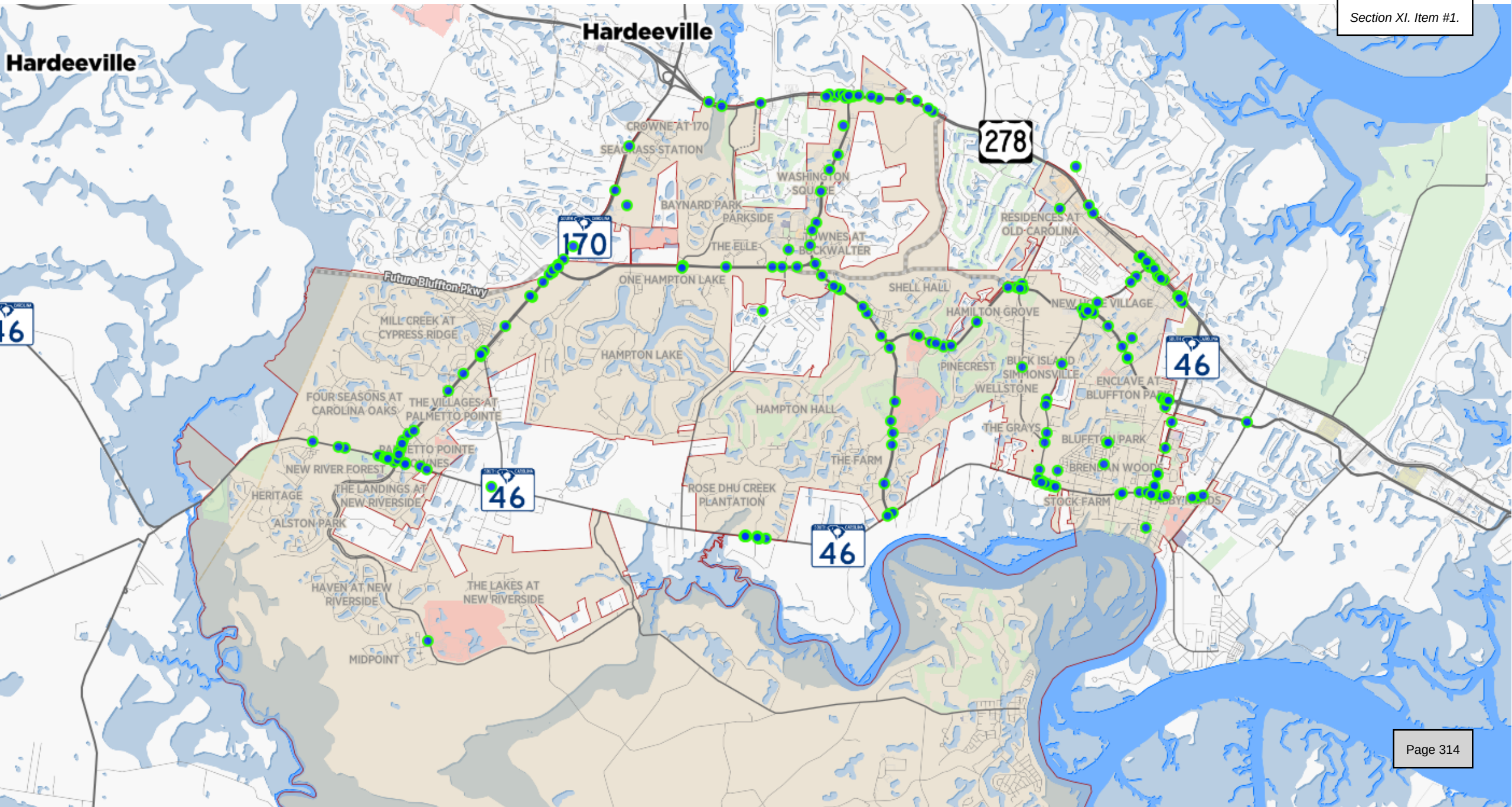
COLLISIONS (91) July 2025



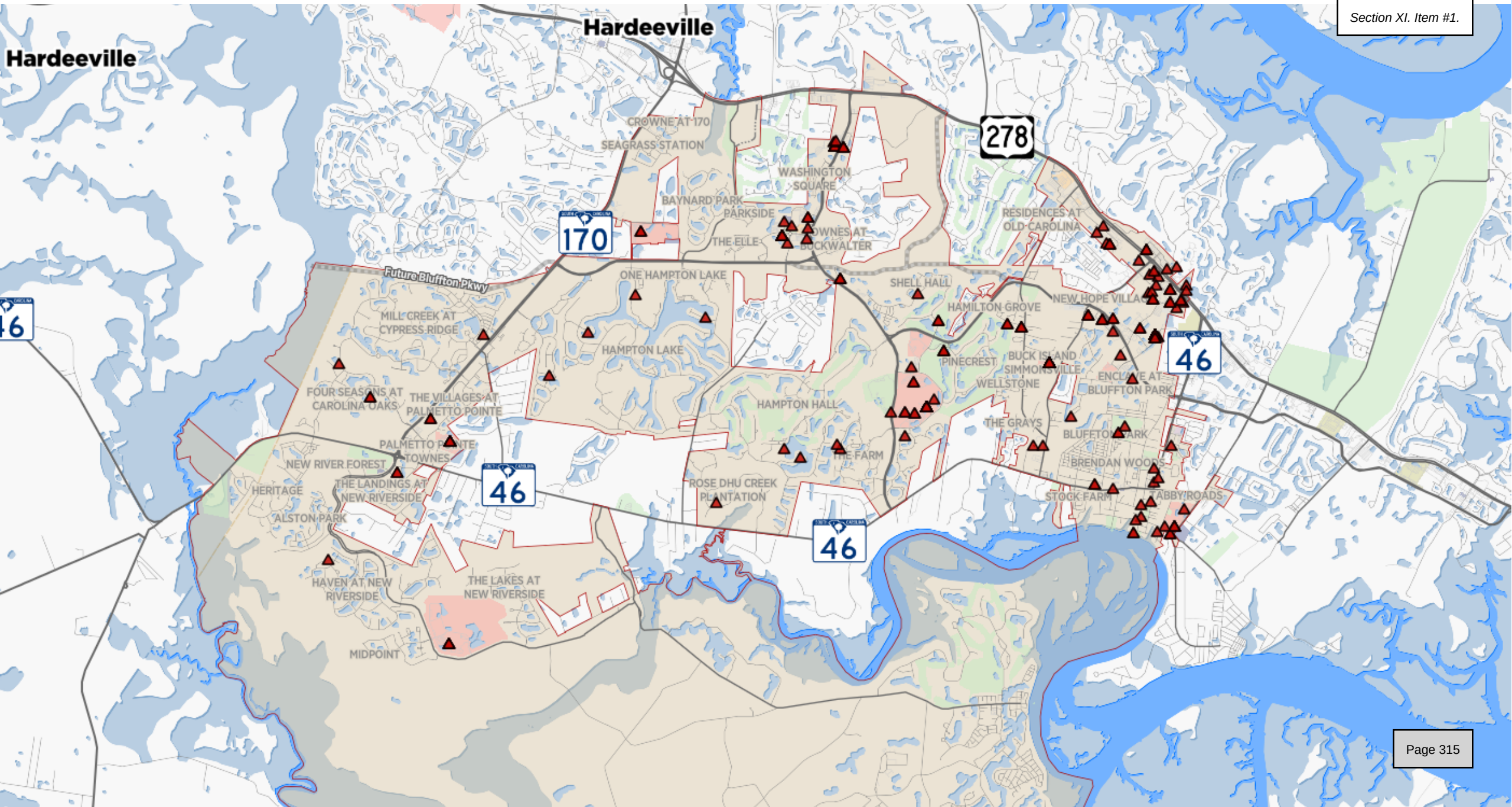
CITATIONS ISSUED (176) July 2025



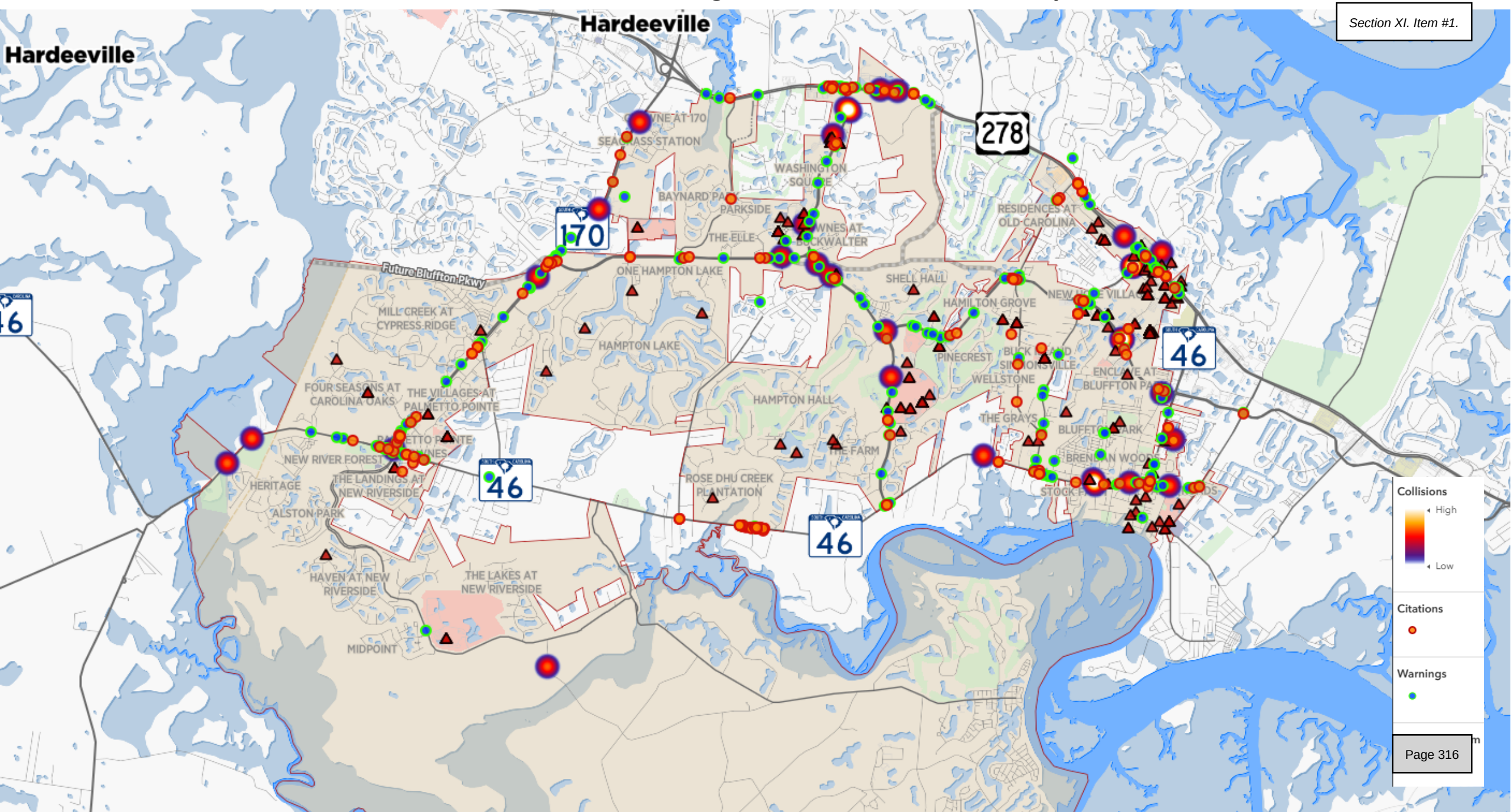
WARNINGS ISSUED (261) July 2025



#1 CALL TYPE – Activated Alarms (235) July 2025



Collisions, Citations, Warnings and Activated Alarms – July 2025



CALLS FOR SERVICE TOP 10 CALL TYPES	
Activated Alarm	235
911 Hang-Up	102
Case Follow Up	90
Disturbance	74
Accident	59
Reckless Driving	53
Assist Motorist	45
Traffic Hazard	30
Health Welfare	28
Fraud/Scam	28

TOTAL CALLS FOR SERVICE:	1099
AVERAGE PER DAY:	39

PRO-ACTIVE PATROLS	
Extra Patrol - Business	718
Traffic Stops	353
Extra Patrol - Residence	256
Traffic Enforcement	3

UNIFORM TRAFFIC CITATIONS TOP 10 VIOLATIONS	
Driving without a License	16
Possession of 28G (1oz) or less of Marijuana	9
Speeding; more than 15 but less than 25 mph over speed limit	8
Driving Under Suspension	12
Failure to Maintain Proof of Insurance	7
Operating Vehicle while license/registration expired	5
Driving Under the Influence	5
Speeding; equal to or greater than 25 mph over speed limit	4
Failure to Return License Plate and Registration upon Loss of Insurance	4
Disregarding Stop Sign	4

TOTAL CITATIONS ISSUED:	176
AVERAGE PER DAY:	6

UNIFORM TRAFFIC WARNINGS TOP 10 VIOLATIONS	
Changing Lanes Unlawfully	21
Defective Equipment	48
Disregarding Stop Sign	13
Disregarding Traffic Signal	6
Drivers License Violation	2
Following Too Close	4
Improper Lane Use	26
Improper Lights	8
Improper Turn	7
No Right of Way	2

TOTAL WARNINGS ISSUED:	261
AVERAGE PER DAY:	9

CRIMINAL INVESTIGATIONS	
Cases Assigned	13
Incident Reports	1
Supplemental Reports	44
Cases Closed	10
Arrests Made	1
Arrest Warrants	0
Bond Court	2
Case Call Outs	3
Search Warrants	0
Prelims/Grand Jury	3

Case Call Outs:

1. 25BP18139 – Death Investigation
2. 25BP19181 – Death Investigation

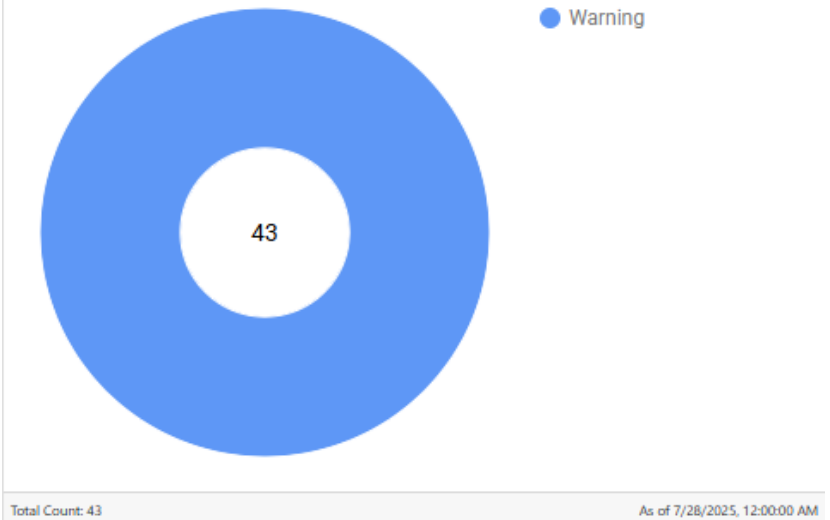
Mental Health Advocate:

CIT: 3
Referrals - 6
Follow Ups - 45
Supplemental Reports - 20

Victim Advocate:

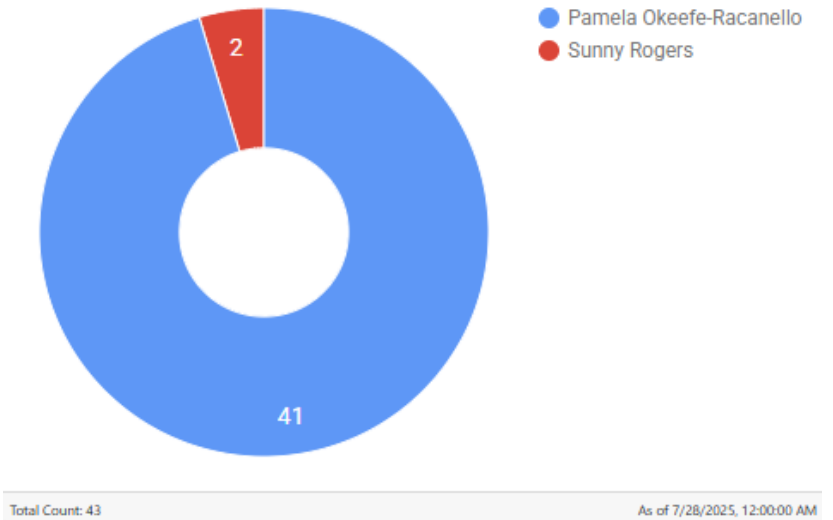
Case Call Outs: 0
Incident Reports: 1
Case Closed: 4
Bond Court: 1
Supplemental Reports: 6
ICAC Cases Assigned: 1

Tickets By Status Last 30 Days



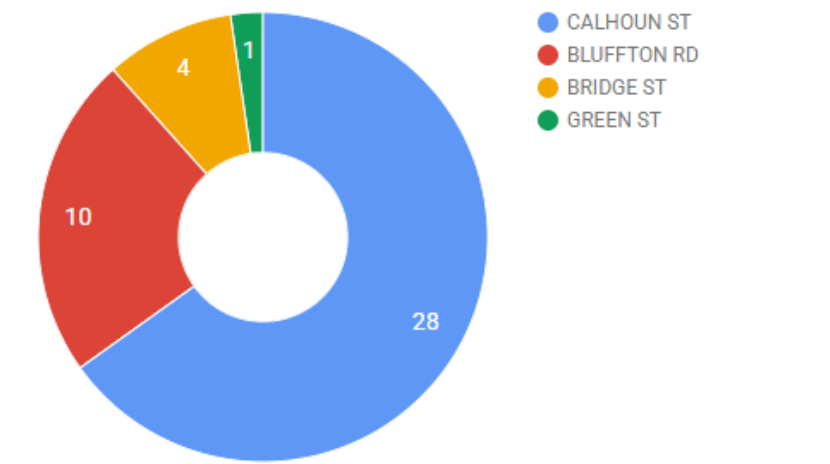
Total Count: 43 As of 7/28/2025, 12:00:00 AM

Tickets By Officer Last 30 Days



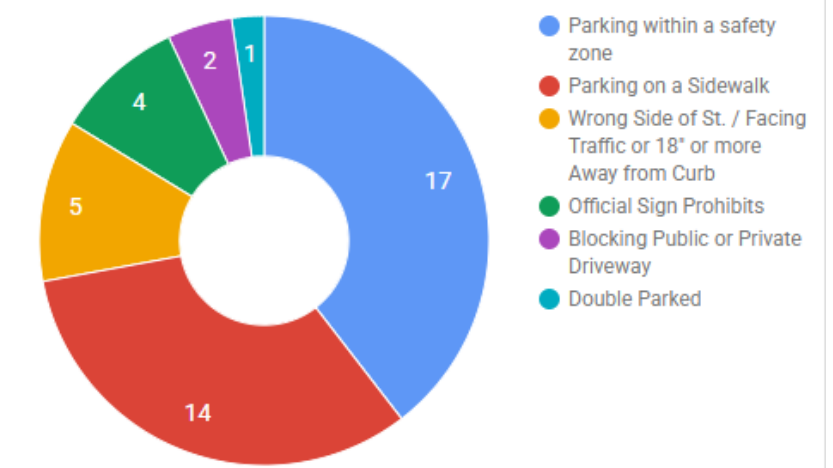
Total Count: 43 As of 7/28/2025, 12:00:00 AM

Tickets By Location Last 30 Days



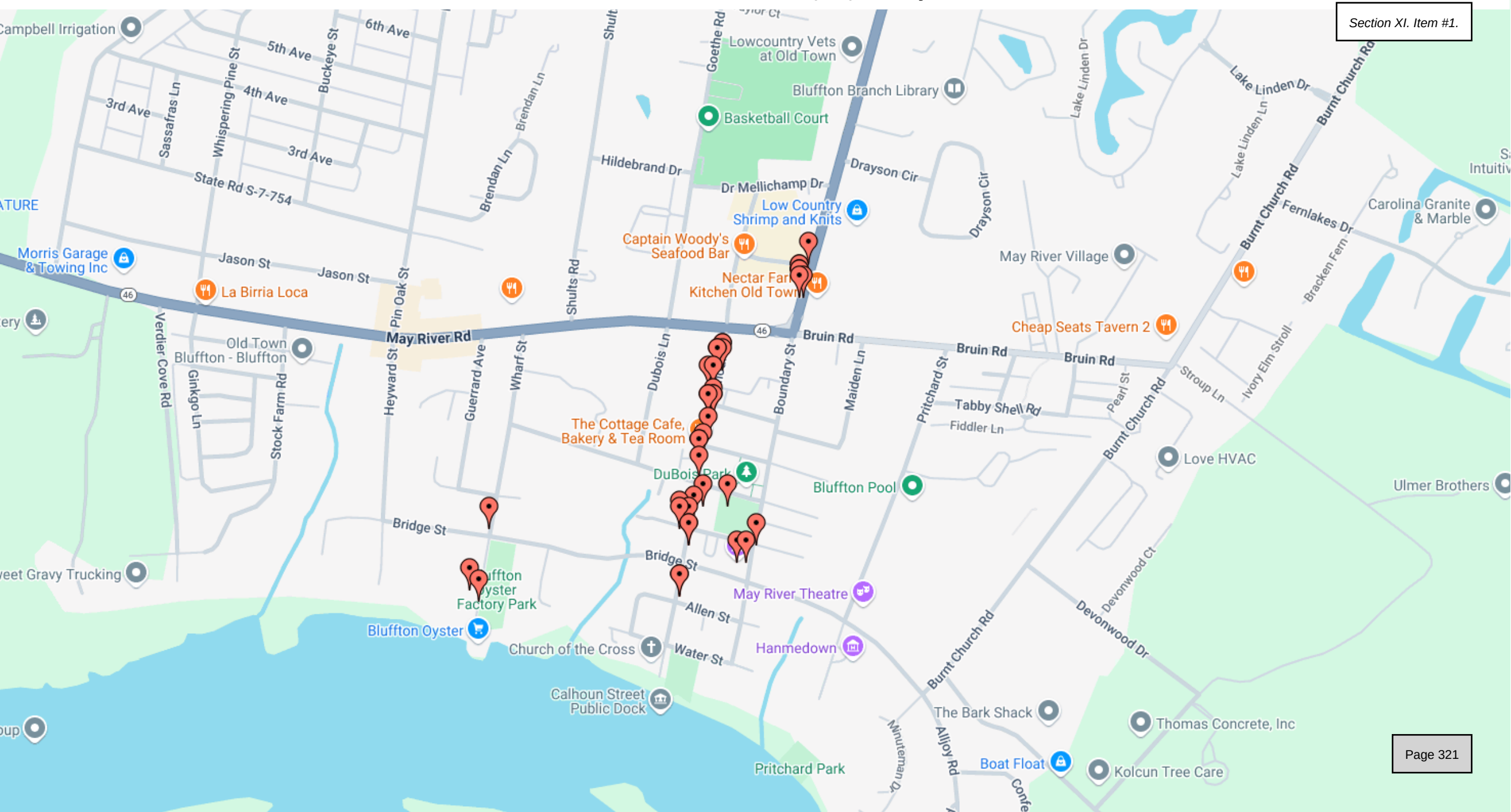
Total Count: 43 As of 7/28/2025, 12:00:00 AM

Tickets By Violation Last 30 Days



Total Count: 43 As of 7/28/2025, 12:00:00 AM

DOWNTOWN CITATIONS (43) – July 2025



Code Enforcement:
William Bonhag

Signs

- Multiple Business advertisement signs removed from Old Town and various locations throughout Bluffton.

Complaints / Property Checks / Follow-ups / Ordinance Letters

218 Simmonsville Road

- 3/14/24 Due to several violations, this location was boarded up.
- This matter is pending actions by Building Safety upon receipt of property ownership email or contact by Mrs. Mitchell to Robert Cullen. Unfortunately, Mrs. Mitchell has passed, and this matter is on hold with the Building Department.
- Vicky Smalls visited location with our team on 11/14/24. Vicky is trying to contact the oldest sibling regarding heirs' property transfer.
- Vicky will assist with dumpsters and town public works will use machinery to clean the property upon the completion of this demolition.
- 1/30/25 at 10am a meeting at Town Hall has been set up with Mr. Cohen along with 2 family relations to discuss either fixing the condition of the home and property clean-up. Removal of RV on site required.
- RV removed from site.
- Property cleaned up, now pending information from Vicky Smalls and Rob Currall Building Official as to their next move regarding this structure.
- 7/15/25 This property is Heirs property, until this property is settled in court no actions can move forward.

1238 May River Road

- 6/12/25 a follow up inspection for cleaning up was conducted and should be concluded by 7/1/25
- Lashonda Fluellen is in the process of obtaining BL for her rentals. This will be monitored for follow through for this BL.

1240 May River Road

- This structure also belongs to Lashonda Fluellen on the same property.
- 5/22/25 location was reviewed with Bill Baugher from Watershed who found several violations around this property.
- Lashonda denied the team access to the interior as the work done inside and outside was done w/o any permits Lashonda Fluellen is in the process of obtaining BL for her rentals. This will be monitored for follow through for this BL.

Code Enforcement continued:

241 Buck Island Road

- This location has placed a small size shed for living as an occupant was seen leaving this structure on 4/2/25 that is hidden behind some bushes next to the trailer home.
- No Permits were issued for this structure per Mary Sue McEntire
- 4/3/25 site visit with Chief Building Official Marcus Noe along with Bluffton PD
- The tenants' son stays in this structure periodically; son was disrespectful towards town staff and was looking to argue his point which was not valid. Refused to give his name as he does not reside here. Marus and I will check to see if he returns as he has left the property.
- Marcus noticed a bike on the porch, a visit was made with Officer Nelson, shell casings found on the porch. No individual came to the door at this time.

1181 May River Road

- • Taquiera Food Truck removed 9 Confederate Jasmine fence creepers along about 40 feet worth, so people could see their food truck.
- • This is considered town property as the documents reflect the property owner relinquished their rights to the town for fence and beautification.
- • 2 tickets were issued for Damaging Public Property and Landmarks, altering and removing for a May 6th appearance
- • Judge Bush ruled they pay $3200 for replacement and labor along with the 2 tickets for $260 each.

149 Simmonsville Road

- • 5/19/25 Marcia Frazier called to complain about a house that was situated on her mom's property. Marcia stated that this is a family dispute in a court matter with family members.
- • 5/20/25 property was visited by Marcus Noe (Chief Building Inspector) and me to check on this placement.
- • 5/20/25 Marcus Noe placed a Stop Work Order on their door to the entrance of this new home.
- • Kristy Carge says permits are forthcoming.

4375 Bluffton Parkway Unit B – Caliwell Nails

- Notified by Angie Castrillon they have placed an illegal sign that is unpermitted, too large and backlit.
- 6/24/25 Tuesday, a Notice of Violation shall be issued with a compliance date of 6/29/25.
- Largest sign removed, Bluffton Sign Co. now handling.

Code Enforcement continued:

16 Drayson Circle

- 7/14/25 This property has been emailed to Codes attention from a TOB Public Works worker Richard Tynon; Private Work is being done at this home every single day a week. There are no visible permits anywhere, now trees are being removed due to the construction debris we also had to replace one of our tires on our family van.
- 7/15/25 This matter was referred to Rob Cullen Building Safety Department who confirmed they would need to place a stop work order on this site.

Simmonsville Road Power Line Section/Santee Cooper

- The complaint was made by Bridgete Frazier due to cars and trucks parking, dumping and working from this area.
- Contact was made with Santee Cooper (property owner) and I am working with Matt Evans to have this location cleaned up and dirt piles removed. 2 weeks are being allocated for this area, unless it may be earlier as they are placing fences on both ends of their property with gates locked.
- 5/21/25 contacted Matt Evans from Santee, an estimate obtained by Santee for fencing for $32,000, which was forwarded to his administrators.
- 7/1/25 Pending site review for cleanup with Matt Evans along with fencing status.

4 Calhoun Street

- • Two homeless people were taking up residence inside this abandoned building inside of two tents along with their dog.
- • Watershed Bill Baugher and Codes inspected this place for occupants, no one here at that time.
- • Codes contacted property owner who was compliant and boarded up this building, after allowing homeless folks to obtain their belongings.

4375 Bluffton Pkwy Unit B – Caliwell Nails

- Notified by Angie Castrillon they have placed an illegal sign that is unpermitted, too large and backlit.
- 6/24/25 Tuesday, a Notice of Violation shall be issued with a compliance date of 6/2925.

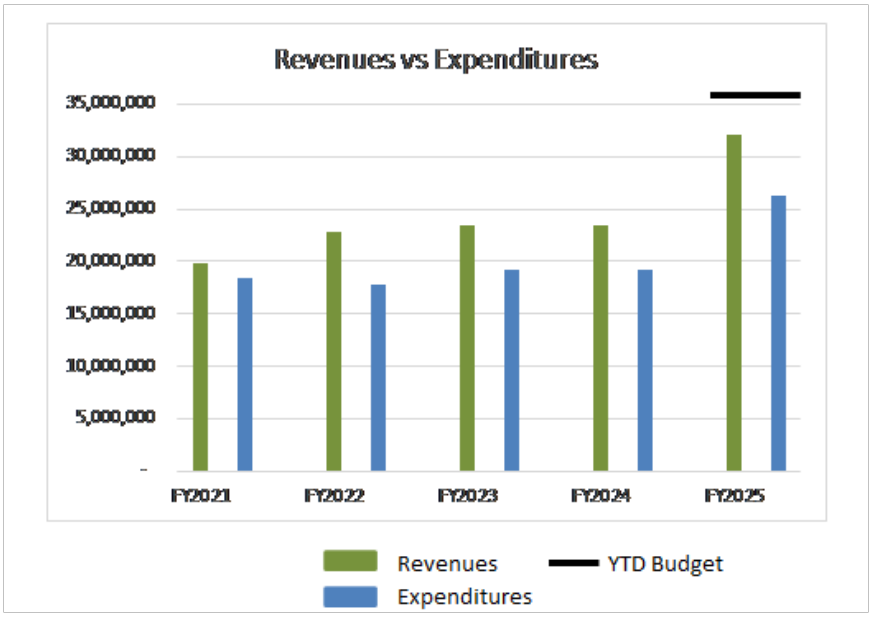
COMMUNITY ACTION TEAM
Attended TOB 4th of July meeting
Command Staff meeting
Attended CAT Supervisor Interviews
Coffee with a Cop Starbucks (Washington Square)
Cookout with a Cop Cypress Ridge
TOB 4th of July Mayor's Cup 5K
TOB 4th of July Independence Day Celebration

TOWN COUNCIL
STAFF REPORT
Finance & Administration Department

MEETING DATE:	August 12, 2025
PROJECT:	Consent Agenda: Year-to-date Financial Report
PROJECT MANAGER:	Natalie Majorkiewicz, CGFO, CGFM, Director of Finance & Administration

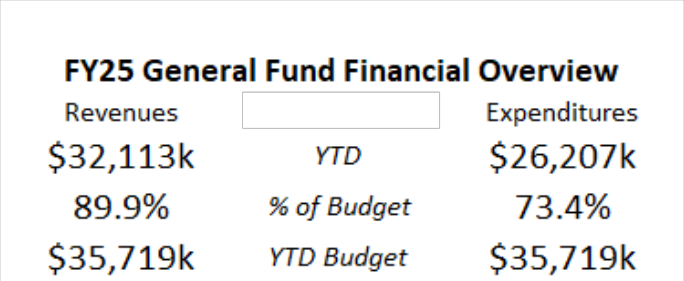
General Fund Financial Overview:

The chart below shows the revenue collections and expenditures trend for the last four full years and FY2025 year-to-date (YTD) through June 2025, to include accruals through July 28, 2025. Revenues have been higher than expenditures for the last four full years.



FY2025 YTD through June shows General Fund total revenues above the total budgeted amount with Building Safety Permits showing the largest impact, followed by MASC Tax Collections. YTD through June expenditures are tracking below the budgeted amounts.

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ATTACHMENTS:

1. General Fund
2. Stormwater Fund
3. Capital Improvement Program Fund
4. Debt Service Fund
5. Special Revenue Funds
6. Business License Statistics
7. Grant Index
8. Community Foundation of the Lowcountry Fund Balances

Town of Bluffton
Actual Versus Budget
For Period Ending June 30, 2025

	Month of June 2025					Year-to-Date through June 30, 2025 (Accrual through July 28, 2025)				
	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)
Revenues										
Property Taxes	$ 159,647	$ 259,796	$ 100,149	$ 158,862	$ 100,934	$ 10,244,626	$ 10,687,216	$ 442,590	$ 10,017,780	$ 669,436
Licenses & Permits										
Business Licenses	143,770	157,629	13,859	133,511	24,118	4,466,796	5,043,832	577,036	4,040,062	1,003,770
MASC Telecommunications	1,103	511	(592)	977	(466)	56,435	49,136	(7,299)	50,000	(864)
MASC Insurance Tax Collection	3,261,354	5,201,532	1,940,178	2,432,294	2,769,238	4,616,571	5,390,705	774,134	3,443,005	1,947,700
Franchise Fees	1,648,429	1,853,795	205,366	1,632,248	221,547	3,319,233	3,484,181	164,948	3,286,652	197,529
Building Safety Permits	148,317	287,266	138,949	61,107	226,159	2,582,246	4,357,927	1,775,681	1,686,595	2,671,332
Application Fees	6,455	7,075	620	3,670	3,405	87,940	100,200	12,260	50,000	50,200
Total Licenses & Permits	5,209,428	7,507,808	2,298,380	4,263,807	3,244,001	15,129,221	18,425,981	3,296,760	12,556,314	5,869,667
Grants and Entitlements	-	217,532	217,532	151,421	66,111	1,273,693	1,381,411	107,718	2,991,413	(1,610,002)
Intergovernmental	-	-	-	-	-	454,130	325,559	(128,571)	461,608	(136,049)
Service Revenues	40,320	61,880	21,560	25,055	36,825	843,271	1,104,755	261,484	492,860	611,895
Fines & Fees	13,298	9,189	(4,109)	11,376	(2,187)	134,437	115,558	(18,879)	115,000	558
Interest Income	30,274	119,192	88,918	26,685	92,507	340,342	887,040	546,698	300,000	587,040
Miscellaneous Revenues	9,884	14,212	4,328	42,457	(28,245)	106,362	512,167	405,805	330,878	181,289
Total Revenues	5,462,851	8,189,609	2,726,758	4,679,663	3,509,946	28,526,082	33,439,687	4,913,605	27,265,853	6,173,834
Other Financing Sources	-	21,560	21,560	-	21,560	-	41,264	41,264	-	41,264
Transfers In	31,637	3,765,236	3,733,599	3,765,236	-	2,815,309	3,997,020	1,181,711	8,453,262	(4,456,242)
Total Other Financing Sources & Tranfers In	31,637	3,786,796	3,755,159	3,765,236	21,560	2,815,309	4,038,284	1,222,975	8,453,262	(4,414,978)
Total Revenues and Other Financing Sources	$ 5,494,488	$ 11,976,405	$ 6,481,917	$ 8,444,899	$ 3,531,506	$ 31,341,391	$ 37,477,971	$ 6,136,579	$ 35,719,115	$ 1,758,856
Expenditures										
Town Council	$ 11,096	$ 11,326	$ 230	$ 12,256	$ (930)	$ 169,993	$ 136,412	$ (33,581)	$ 185,014	$ (48,602)
Executive	125,926	209,256	83,330	231,691	(22,435)	1,435,681	1,691,432	255,751	1,804,783	(113,351)
Economic Development	30,010	39,556	9,546	51,285	(11,729)	435,632	486,487	50,855	486,487	-
Human Resources	35,903	56,372	20,469	68,738	(12,366)	546,000	574,524	28,524	639,020	(64,496)
Communications and Community Outreach	52,459	155,144	102,685	158,616	(3,472)	563,834	821,465	257,631	939,738	(118,273)
Police	686,749	1,218,162	531,413	1,408,930	(190,768)	9,227,976	10,142,438	914,462	12,164,380	(2,021,942)
Municipal Judges	8,091	10,698	2,607	8,963	1,735	98,500	101,166	2,666	107,581	(6,415)
Municipal Court	36,417	47,207	10,790	53,939	(6,732)	464,778	493,454	28,676	500,485	(7,031)
Finance	67,422	121,199	53,777	132,680	(11,481)	1,003,117	1,116,854	113,737	1,172,916	(56,062)
Information Technology	211,845	202,832	(9,013)	358,465	(155,633)	1,877,745	1,961,541	83,796	2,216,299	(254,758)
Customer Service	18,202	30,561	12,359	35,269	(4,708)	250,564	250,774	210	300,141	(49,367)
Planning & Community Development	100,256	196,838	96,582	189,738	7,100	1,407,271	1,518,543	111,272	1,941,541	(422,998)
Building Safety	107,093	104,668	(2,425)	159,060	(54,392)	1,000,142	933,535	(66,607)	1,062,731	(129,196)
Project Management	63,081	91,066	27,985	110,875	(19,809)	786,837	776,300	(10,537)	826,707	(50,407)
Public Services	228,740	496,181	267,441	535,493	(39,312)	2,107,682	2,963,868	856,186	3,144,090	(180,222)
Town Wide	364,596	671,570	306,974	798,722	(127,152)	3,003,636	3,528,160	524,524	4,160,970	(632,810)
Total Expenditures	2,147,886	3,662,636	1,514,750	4,314,720	(652,084)	24,379,388	27,496,953	3,117,565	31,652,883	(4,155,930)
										-
Other Financing Uses										
Contribution to Fund Balance	-	-	-	-	-	-	-	-	26,635	(26,635)
Transfers Out to Capital Improvements Program Fund	-	3,266,049	3,266,049	3,266,049	-	2,638,407	3,266,049	627,642	4,039,597	(773,548)
Total Transfers	-	3,266,049	3,266,049	3,266,049	-	2,638,407	3,266,049	627,642	4,066,232	(800,183)
Total Expenditures and Other Financing Uses	$ 2,147,886	$ 6,928,685	$ 4,780,799	$ 7,580,769	$ (652,084)	$ 27,017,795	$ 30,763,002	$ 3,745,207	$ 35,719,115	$ (4,956,113)

Town of Bluffton
Actual Versus Budget
For Period Ending June 30, 2025

	Month of June 2025					Year-to-Date through June 30, 2025 (Accrual through July 28, 2025)				
	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)
Revenues										
Stormwater Utility Fee	$ 13,733	$ 9,626	$ (4,107)	$ 13,202	$ (3,576)	$ 2,160,354	$ 2,484,854	$ 324,500	$ 2,076,862	$ 407,992
Licenses & Permits										
NPDES Plan Review Fee	9,575	6,750	(2,825)	8,091	(1,341)	117,655	92,998	(24,657)	99,420	(6,422)
NPDES Inspection Fee	30,450	15,750	(14,700)	26,293	(10,543)	329,100	334,000	4,900	284,175	49,825
Total Licenses & Permits	40,025	22,500	(17,525)	34,384	(11,884)	446,755	426,998	(19,757)	383,595	43,403
Total Revenues	53,758	32,126	(21,632)	47,587	(15,461)	2,607,109	2,911,852	304,743	2,460,457	451,395
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	1,693,828	(1,693,828)
Total Other Financing Sources & Tranfers In	-	-	-	-	-	-	-	-	1,693,828	(1,693,828)
Total Revenues and Other Financing Sources	$ 53,758	$ 32,126	$ (21,632)	$ 47,587	$ (15,461)	$ 2,607,109	$ 2,911,852	$ 304,743	$ 4,154,285	$ (1,242,433)
Expenditures										
Watershed Management	$ 118,508	$ 261,259	$ 142,751	$ 190,229	$ 71,030	$ 1,337,696	$ 1,610,273	$ 272,577	$ 2,147,267	$ (536,994)
Total Expenditures	118,508	261,259	142,751	190,229	71,030	1,337,696	1,610,273	272,577	2,147,267	(536,994)
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	235,058	-	(235,058)	1,251,293	(1,251,293)
Transfers Out to General Fund	-	-	-	-	-	335,866	-	(335,866)	459,675	(459,675)
Transfer Out to Debt Service	-	-	-	-	-	293,800	296,050	2,250	296,050	-
Contribution to Fund Balance	-	-		-	-	-	-		-	-
Total Transfers	-	-	-	-	-	864,724	296,050	(568,674)	2,007,018	(1,710,968)
Total Expenditures and Other Financing Uses	$ 118,508	$ 261,259	$ 142,751	$ 190,229	$ 71,030	$ 2,202,420	$ 1,906,323	$ (296,097)	$ 4,154,285	$ (2,247,962)

Town of Bluffton
Budget and Actual - Capital Improvement Program Fund
For Period Ending June 30, 2025 (Accrual through July 28, 2025)

	YTD Estimated	Adopted Budget	Budget Amendments and Transfers	Revised Budget	Actual vs Budget Difference	Actual as % of Budget
Economic Development						
Buckwalter Place Multi-County Commerce Park Phase 2	$ 3,894,191	$ 3,204,420	$ 832,666	$ 4,037,086	$ 142,895	96.5%
Total Economic Development	**3,894,191**	**3,204,420**	**832,666**	**4,037,086**	**142,895**	**96.5%**
Facilities						
Town Hall Improvements	50,507	-	64,887	64,887	14,380	77.8%
Squire Pope Carriage House	553,808	615,000	140,613	755,613	201,805	73.3%
Law Enforcement Center Facility Improvements	3,104	405,000	74,056	479,056	475,952	0.6%
Sarah Riley Hooks Cottage	65,442	1,411,432	45,115	1,456,547	1,391,105	4.5%
Town Facilities ADA Compliance Plan - NEW	-	100,000	-	100,000	100,000	0.0%
Total Facilities	**672,861**	**2,531,432**	**324,671**	**2,856,103**	**2,183,242**	**23.6%**
Housing						
Affordable Housing Project	119,010	1,478,480	120,735	1,599,215	1,480,205	7.4%
Total Housing	**119,010**	**1,478,480**	**120,735**	**1,599,215**	**1,480,205**	**7.4%**
Information Technology Infrastructure						
Community Safety Cameras Phase 6	98,695	195,000	37,210	232,210	133,515	42.5%
Network Improvements	114,722	241,000	20,564	261,564	146,842	43.9%
Total Parks	**213,417**	**436,000**	**57,774**	**493,774**	**280,357**	**43.2%**
Land						
Land Acquisition	49,922	2,959,387	2,497,715	5,457,102	5,407,180	0.9%
Total Land	**49,922**	**2,959,387**	**2,497,715**	**5,457,102**	**5,407,180**	**0.9%**
Parks						
Park Improvements	272,394	236,228	190,331	426,559	154,165	63.9%
Oyster Factory Park	57,223	433,048	55,000	488,048	430,825	11.7%
Oscar Frazier Park	499,615	112,000	532,967	644,967	145,352	77.5%
New Riverside Park/Barn Site	8,529,131	7,335,254	2,228,834	9,564,088	1,034,957	89.2%
New River Trail	83,642	2,460,430	99,221	2,559,651	2,476,009	3.3%
New Riverside Village Park	3,782	-	5,457	5,457	1,675	69.3%
Buckwalter Place Park Improvements	855,728	774,190	147,000	921,190	65,462	92.9%
Public Art	58,291	200,000	(269)	199,731	141,440	29.2%
Total Parks	**10,359,806**	**11,551,150**	**3,258,541**	**14,809,691**	**4,449,885**	**70.0%**
Roads						
Pathway Pedestrian Safety Improvements	59,794	532,418	19,247	551,665	491,871	10.8%
Calhoun Street Streetscape	76,701	434,008	13,617	447,625	370,924	17.1%
BIS Neighborhood Sidewalks & Lighting	19,727	-	20,000	20,000	273	0.0%
Wharf Street Lighting	-	-	244,560	244,560	244,560	0.0%
Boundary Street Lighting	-	-	23,224	23,224	23,224	0.0%
Boundary Street Streetscape	40,938	1,887,675	79,996	1,967,671	1,926,733	2.1%
Townwide Wayfinding Signage System	22,762	65,000	30,000	95,000	72,238	24.0%
Historic District Overhead Power Conversion	13,200	74,000	-	74,000	60,800	17.8%
Ghost Roads	200	377,412	11,989	389,401	389,201	0.1%
Total Roads	**233,322**	**3,370,513**	**442,633**	**3,813,146**	**3,579,824**	**6.1%**
Stormwater and Sewer						
Sewer Connections Policy	120,495	498,730	231,000	729,730	609,235	16.5%
Buck Island Sewer Phase 5	790,221	-	804,287	804,287	14,066	N/A
Historic District Sewer Extension Phase 4	1,383	575,760	(141,462)	434,298	432,915	0.3%
Historic District Sewer Extension Phase 5	6,891	523,920	(141,712)	382,208	375,317	1.8%
Historic District Sewer Extension Phase 6	1,318	646,200	(167,722)	478,478	477,160	0.3%
Bridge Street Streetscape	73,720	1,162,969	188,552	1,351,521	1,277,801	5.5%
Comprehensive Drainage Plan Improvements	130,992	676,400	35,326	711,726	580,734	18.4%
May River Action Plan Impervious Restoration/Water Quality Project	51,216	220,634	(29,741)	190,893	139,677	26.8%
Stoney Crest Campground/Old Palmetto Bluff Rd	175	1,100,000	-	1,100,000	1,099,825	0.0%
Pritchard Street Drainage Improvements	18,287	1,742,231	8,146	1,750,377	1,732,090	1.0%
Shults Road Drainage Improvements	-	272,888	-	272,888	272,888	0.0%
Total Stormwater and Sewer	**1,194,698**	**7,419,732**	**786,674**	**8,206,406**	**7,011,708**	**14.6%**
Total CIP Expenditures	**$ 16,737,227**	**$ 32,951,114**	**$ 8,321,409**	**$ 41,272,523**	**$ 24,535,296**	**40.6%**

Town of Bluffton
Actual Versus Budget
For Period Ending June 30, 2025

	Month of June 2025					Year-to-Date through June 30, 2025 (Accrual through July 28, 2025)				
	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)	FY 2024	FY 2025	More/(Less)	Budget	Over / (Under)
Revenues										
Property Taxes										
Real & Personal Property Tax (TIF)	$ 26,321	$ 6,918	$ (19,403)	$ 29,525	$ (22,607)	$ 4,191,952	$ 4,855,406	$ 663,454	$ 4,702,200	$ 153,206
GO Bond Debt Service Property Tax	8,325	13,547	5,222	6,988	6,559	523,719	549,285	25,566	439,620	109,665
Total Property Tax	34,646	20,465	(14,181)	36,513	(16,048)	4,715,671	5,404,691	689,020	5,141,820	262,871
Licenses & Permits										
Municipal Improvement District Fee	690	1,200	510	688	512	369,751	395,174	25,423	368,887	26,287
Interest Income	10,088	-	(10,088)	2,131	(2,131)	118,326	77,499	(40,827)	25,000	52,499
Miscellaneous Revenues	-	-	-	-	-	-	-	-	-	-
Total Revenues	45,424	21,665	(23,759)	39,333	(17,668)	5,203,748	5,877,364	673,616	5,535,707	341,657
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	293,800	732,654	438,854	4,916,459	(4,183,805)
Total Other Financing Sources & Tranfers In	-	-	-	-	-	293,800	732,654	438,854	4,916,459	(4,183,805)
Total Revenues and Other Financing Sources	$ 45,424	$ 21,665	$ (23,759)	$ 39,333	$ (17,668)	$ 5,497,548	$ 6,610,018	$ 1,112,470	$ 10,452,166	$ (3,842,148)
Expenditures										
Series 2014 TIF Bonds Debt Service										
Principal	$ -	$ -	$ -	$ -	$ -	$ 873,554	$ 896,386	$ 22,832	$ 896,386	$ -
Interest	-	-	-	-	-	58,127	35,295	(22,832)	35,295	-
Series 2022 TIF Bonds Debt Service										
Principal	$ -	$ -	$ -	$ -	$ -	$ 316,599	$ 327,553	$ 10,954	$ 327,553	$ -
Interest	-	-	-	-	-	324,334	313,380	(10,954)	313,380	-
Series 2020 GO Bonds Debt Service										
Principal	-	-	-	-	-	245,000	255,000	10,000	255,000	-
Interest	-	-	-	-	-	134,300	122,050	(12,250)	122,050	-
Series 2020A GO Bonds Debt Service										
Principal	-	-	-	-	-	155,000	165,000	10,000	165,000	-
Interest	-	-	-	-	-	138,800	131,050	(7,750)	131,050	-
Miscellaneous	-	-	-	-	-	-	-	-	50	(50)
Total Expenditures	-	-	-	-	-	2,245,714	2,245,714	-	2,245,764	(50)
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	179,058	714,304	535,246	1,246,268	(531,964)	1,179,058	4,364,304	3,185,246	8,206,402	(3,842,098)
Total Transfers	179,058	714,304	535,246	1,246,268	(531,964)	1,179,058	4,364,304	3,185,246	8,206,402	(3,842,098)
Total Expenditures and Other Financing Uses	$ 179,058	$ 714,304	$ 535,246	$ 1,246,268	$ (531,964)	$ 3,424,772	$ 6,610,018	$ 3,185,246	$ 10,452,166	$ (3,842,148)

Town of Bluffton
Special Revenue Accounts
For Period Ending June 30, 2025

FY2025

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
Revenues															
State Accommodations Tax	1,571	1,830	1,559	1,417	271,078	697	632	290,058	673	664	174,809	549		745,537	1,022,605
Local Accommodations Tax	2,700	60,640	138,169	122,416	194,338	192,218	129,925	55,057	93,013	177,747	230,699	217,123		1,614,045	1,342,930
Hospitality Tax	8,468	281,963	305,218	314,531	351,835	411,775	348,925	294,270	311,950	420,178	370,020	420,072		3,839,205	4,140,747
Total Revenues	12,739	344,433	444,946	438,364	817,251	604,690	479,482	639,385	405,636	598,589	775,528	637,744	-	6,198,787	6,506,282

FY2024

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
Revenues															
State Accommodations Tax	1,533	1,721	1,963	237,553	1,773	2,006	249,085	1,857	2,041	161,350	1,868	1,570	457,086	1,121,406	1,030,150
Local Accommodations Tax	5,551	152,136	108,061	124,885	176,611	171,277	117,868	70,760	89,999	183,177	210,129	186,173	269,837	1,866,464	1,597,500
Hospitality Tax	54,512	340,435	282,100	283,048	355,917	349,776	385,693	223,058	314,287	383,243	392,360	423,103	345,958	4,133,490	3,788,036
Total Revenues	61,596	494,292	392,124	645,486	534,301	523,059	752,646	295,675	406,327	727,770	604,357	610,846	1,072,881	7,121,360	6,415,686

FY2025 VS FY2024 (more / (less)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	38	109	(404)	(236,136)	269,305	(1,309)	(248,453)	288,201	(1,368)	(160,686)	172,941	(1,021)		81,217
Local Accommodations Tax	(2,851)	(91,496)	30,108	(2,469)	17,727	20,941	12,057	(15,703)	3,014	(5,430)	20,570	30,950		17,418
Hospitality Tax	(46,044)	(58,472)	23,118	31,483	(4,082)	61,999	(36,768)	71,212	(2,337)	36,935	(22,340)	(3,031)		51,673
Total Revenues	(48,857)	(149,859)	52,822	(207,122)	282,950	81,631	(273,164)	343,710	(691)	(129,181)	171,171	26,898	-	150,308

FY2023

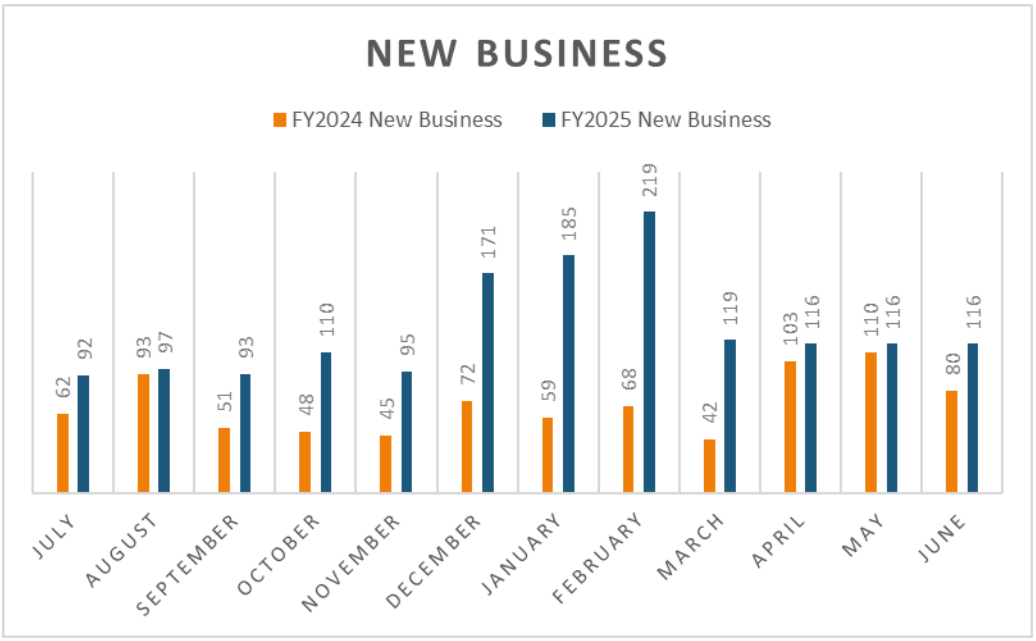
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	Original Estimate
Revenues															
State Accommodations Tax	400	468	509	256,141	783	897	229,281	916	1,155	145,283	1,388	1,466	484,835	1,123,522	1,175,700
Local Accommodations Tax	614	173,603	126,868	137,517	152,941	158,074	114,639	63,354	83,215	24,975	331,683	187,863	176,432	1,731,779	1,577,800
Hospitality Tax	4,685	255,181	281,079	312,591	335,754	307,857	291,337	235,565	310,100	87,619	491,342	352,679	405,875	3,671,664	2,730,300
Total Revenues	5,699	429,252	408,456	706,249	489,478	466,828	635,257	299,835	394,471	257,876	824,412	542,009	1,067,142	6,526,964	5,483,800

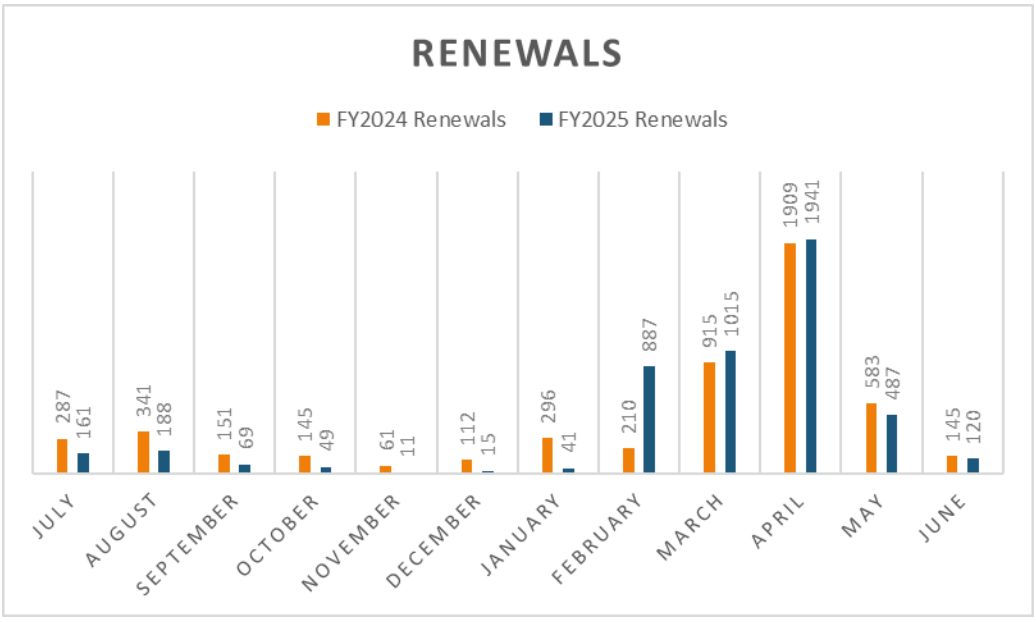
FY2024 VS FY2023 (more / (less)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	1,133	1,253	1,454	(18,588)	990	1,109	19,804	941	886	16,067	480	104	(27,749)	(2,116)
Local Accommodations Tax	4,937	(21,467)	(18,807)	(12,632)	23,670	13,203	3,229	7,406	6,784	158,202	(121,554)	(1,690)	93,405	134,685
Hospitality Tax	49,827	85,254	1,021	(29,543)	20,163	41,919	94,356	(12,507)	4,187	295,624	(98,982)	70,424	(59,917)	461,826
Total Revenues	55,897	65,040	(16,332)	(60,763)	44,823	56,231	117,389	(4,160)	11,856	469,894	(220,055)	68,837	5,739	594,396

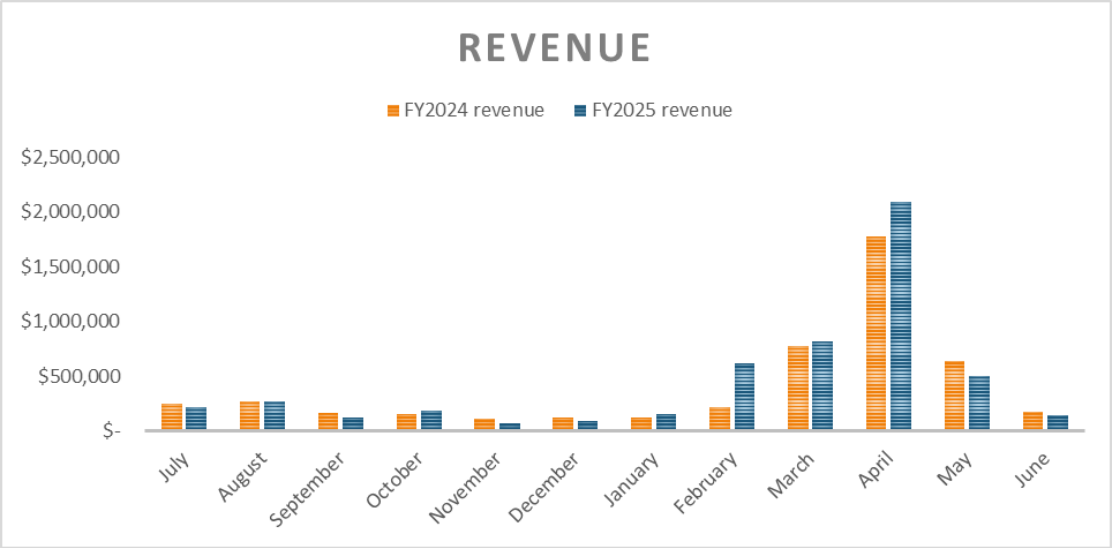
Business License Statistics:

Business License applications for FY2025 through June total 6,513 (1,529 new business and 4,984 renewals) compared to FY2024's total of 5,988 (833 new business and 5,155 renewals).





Business license renewals reflect a decrease of 17% or 25 and revenue collections decreased 42% or $81,282 for the month of June when compared to last year as more businesses renewed timelier this year. Business license revenue generated through permits creased by 77% or $27,852.



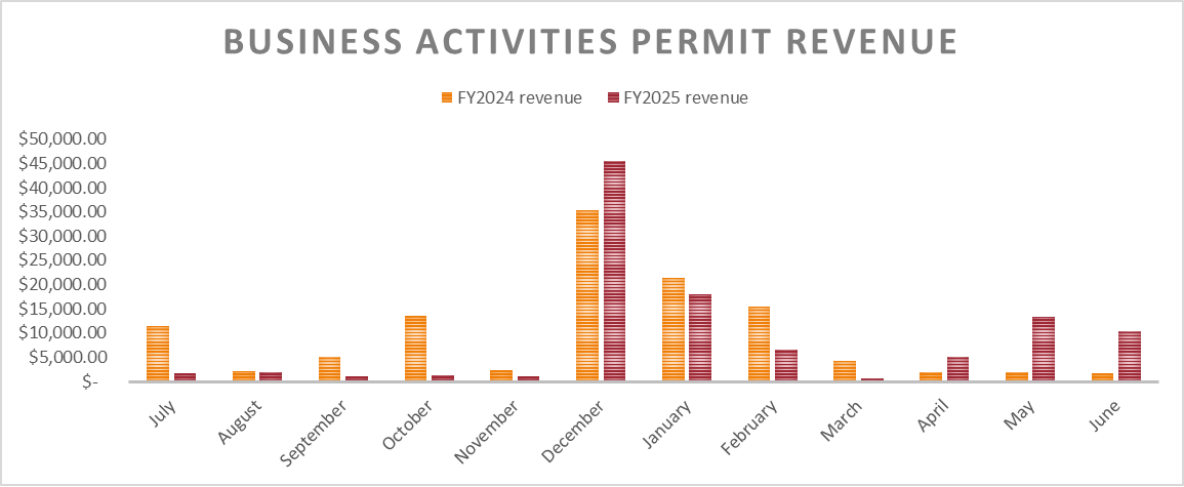
The amended ordinance that went into effect January 1st, 2019 included additional incentives for new businesses and businesses with multiple locations within the Town. For the 2025 business license renewals, there were five hundred, nineteen (519) renewals eligible for an incentive.

Incentive	Number of Businesses	Gross Income Deducted	Total Incentive Amount
10%	196	$ 4,844,151	$ 7,250
20%	229	8,218,746	56,973
40%	185	13,954,412	94,8241
CAP	13	266,898,685	367,573
2+	300	9,923,607	12,618
Grand Total	**923**	**303,839,601**	**$ 539,235**

Rate Class	Number of Businesses	Total Incentive Amount
1	141	$ 144,035
2	24	3,564
3	48	2,699
4	106	87,335
5	55	52,852
7	498	12,072
8.1	48	218,918
8.6	1	138
9.3	2	17,622
Grand Total	**923**	**$ 539,235**

Included in the Business License Revenue are permits for both Mobile Vending and Short-Term Rental.

- Mobile Vending Permit (MVP): $400 for a calendar year
  - Four (4) MVPs issued in June
  - Thirty-six (36) are compliant
  - Three (3) are non-compliant
  - None are pending
  - There are thirty-nine (39) identified Mobile Vending businesses
- Short-Term Rental Permit (STRP): $325 for a calendar year
  - Twenty-four (24) STRPs issued in June
  - Two hundred and twenty-seven (227) STRPs are compliant with a permit
  - Thirty-eight (38) are non-compliant
  - Thirteen (13) are in-process
  - There are two hundred and seventy-eight (278) properties identified



Grant Program / Name	Federal/ State/ Other	Grant #	Town Project Description	Department	Status	Amount Funded by Grant	Town's Match	Total Project Amount	Date of Award	Grant Start Date	Grant Expiration
South Carolina Infrastructure Investment Program (SCIIP)	Federal	A-23-C015	Stoney Crest area septic to sewer; local match split equally among Town, Beauf.Co, and BJWSA.	Stormwater	**AWARDED TO BJWSA**	$ 5,925,000.00	$1,975,000 divided equally among Town, County, and BJWSA	$ 7,900,000.00	04/27/23	04/24/23	6/1/2026
American Rescue Plan Act (ARPA) grant from the State and Local Fiscal Recovery Fund (SLFRF)	Federal	SLT-5134	coronavirus recovery, Entitlement community with Tier 5 reporting	Finance	Active	$ 1,982,471.00	none	$ 1,982,471.00	05/27/21	03/03/21	obligated by 12/31/2024 expended by 12/31/2026
Community Development Block Grant (CDBG)	Federal	4-A-19-001	BIS sanitary sewer, Phase 5	CIP	submitted for closure	$ 500,000.00	$ 3,002,282.00	$ 3,502,282.00	10/14/19	10/14/19	12/30/2023; extended to 12/31/2024
Land and Water Conservation Fund	Federal	45-01131	New Riverside Barn Park	CIP	submitted for closure	$ 500,000.00	$ 500,000.00	Phase I > $1M	10/18/21	10/19/21	10/31/2023; extended to 12/31/2024
Section 319(h) Nonpoint Source Pollution, Assistance Program	Federal	EQ-0-263	May River Watershed Action Plan Phase IV; sewer connections (Poseys Court, Pritchard Street, Bridge Street)	Stormwater / CIP	closed	$ 365,558.36	$ 243,830.00	$ 609,388.36	06/21/19	09/25/19	7/24/2023; extended to 9/30/2024
Nonpoint Source Implementation Program - Section 319(h) of the Clean Water Act	Federal	EQ-3-544	May River Watershed Action Plan, Phase VI - stormwater retrofit (Pritchard St)	Stormwater / CIP	Active	$ 124,577.00	$ 83,398.00	$ 207,975.00	11/16/22	11/16/22	11/15/2025
Nonpoint Source Implementation Program - Section 319(h) - Clean Water Act	Federal	EQ-4-318	May River Phase VII - HD Sewer Phases 4-6	CIP	Active	$ 529,850.00	$ 367,920.00	$ 897,770.00	6/16/2023	2/29/2024	9/30/2027
FY24 COPS Technology and Equipment Program Invitational Solicitation	Federal	15JCOPS-24-GG-02292	equipment for PD	Police	Active	$ 1,348,178.00	$ -	$ 1,348,178.00	9/30/2024	3/9/2024	3/31/2026
FY24 Park and Recreation Development Fund (PARD)	State	Project Number 2023057	New River Trail Restroom Shelter	CIP	Active	$ 26,000.00	$ 6,500.00	$ 32,500.00	05/08/23	05/08/23	5/8/2026
School Safety Program FY24 (School Resource Officer)	State	SR-076-C0702-24	SRO funding for six officers	Police	closed	$ 893,422.29	none	$ 893,422.29	6/16/2023	7/1/2023	6/30/2024; extended until 12/31/2024 for final expenditures
FY24 State Appropriation Act	State	none	New River Linear Trail	CIP	Active	$ 2,000,000.00	$ 705,172.00	$ 2,705,172.00	10/16/2023	10/16/2023	none
FY24 State Appropriation Act	State	none	Agility Course	Police	closed	$ 50,000.00	none	$ 50,000.00	9/8/2023	9/8/2023	6/15/2024; extended until 6/15/2025
StimulateSC	State	2024SSC-01	DRCI Artificial Intelligence Training Program	DRCI	closed	$ 10,450.00	$ 10,450.00	$ 20,900.00	1/2/2024	1/15/2024	10/15/2024
National Opioid Guaranteed Political Subdivision Subfund	State	none	Opioid settlement money	Police	Active	$ 30,400.00	none	$ 30,400.00	7/15/2024	7/1/2024	6/30/2025
School Safety Program FY25 (School Resource Officer)	State	SR-113-C0702-25	continued funding for six SROs	Police	Active	$ 522,025.00	none	$ 522,025.00	8/6/2024	7/1/2024	6/30/2025
South Carolina Power Team Site Readiness Fund (SRF) Grant	Local	n/a	economic development for Buckwalter MCIP, Building A	Exec	Active	$ 1,000,000.00	$ 2,715,365.00	$ 4,045,365.00	6/25/2024	11/13/2024	12/31/2025
FY25 State Appropriation Act	State	none	K9 program	Police	Active	$ 50,000.00	none	$ 50,000.00	7/24/2024	7/1/2024	6/15/2025
Home Repair Program	Local	none	Home Repair Assistance (NAP)	Growth Management	Active	$ 144,000.00	none	$ 144,000.00	8/22/2024	8/22/2024	6/30/2025
						$ 8,882,931.65					
Building Resilient Infrastructure and Communities (BRIC)	Federal	**CANCELLED BY FEDERAL GOVERNMENT APRIL 2025**	Historic District drainage	Watershed	**submitted 12/14/2023**	$ 278,550.00	$ 30,950.00	$ 309,500.00			36 months from date of award
Sen Graham appropriation FFY25 / National Park Service	Federal		New River Linear Trail ADA Enhancement Phase II	CIP	**submitted 4/29/2024; look for Congress to pass appropriation legislation between Oct and Dec 2024**	$ 500,000.00	$ 1,492,056.00	$ 1,992,056.00			
Hazard Mitigation Grant Program	Federal		Historic District drainage	Watershed	pre-app approved 5/5/25; full application due 8/29/25	$ 327,318.75	$ 109,106.25	$ 436,425.00			

As of June 2025

	Bluffton Police Department Benevolence Fund		Mayor's Stay Safe Bluffton Scholarship Fund		Town of Bluffton Parks & Public Art Fund	
	June 2025	FY through May 2025	June 2025	FY through May 2025	June 2025	FY through May 2025
Beginning Balance	$ 139,324.35	$ 100,846.75	$ 21,305.97	$ 16,140.72	$ 3,932.85	$ -
Contributions & Investement Activity						
Contributions to Fund	$ -	$ 42,576.43	$ 1,530.93	$ 8,942.78	$ -	$ 3,800.00
Interest & Dividend Income	507.38	3,180.04	90.63	570.31	14.32	95.66
Investment Income & Losses	(73.71)	1,655.70	(13.16)	279.03	(2.08)	49.43
Total Contributions & Investment Activity	433.67	47,412.17	1,608.40	9,792.12	12.24	3,945.09
Expenses						
Distributions - Grants	-	-	-	-	-	-
Distributions - Program Expenses	-	7,258.90	-	-	-	-
Fees - Administrative & Investment	485.22	1,688.53	85.38	297.88	-	-
Fees - Credit Card Processing	-	38.69	32.75	161.71	-	-
Total Expenses	485.22	8,986.12	118.13	459.59	-	-
Net Change to Fund Balance	$ (51.55)	$ 38,426.05	$ 1,490.27	$ 9,332.53	$ 12.24	$ 3,945.09
Pending Contributions						
Total Pending Contributions		$ -		$ -		$ -
Pending Expenses						
Total Pending Expenses		-		-		-
Projected Ending Balance		$ 139,272.80		$ 25,473.25		$ 3,945.09

TOWN COUNCIL

STAFF REPORT
Human Resources Department

MEETING DATE:	August 12, 2025
PROJECT:	July 2025 Activity Report
PROJECT MANAGER:	Anni Evans, Director of Human Resources

Human Resources Summary:

New Hire: 1
Collen Hall
Title: Public Services Coordinator
Start date: July 10, 2025
Department: Public Services

Exits: 2
Camille Olson
Title: Facilities Technician
Exit Date: July 1, 2025
Department: Police Department

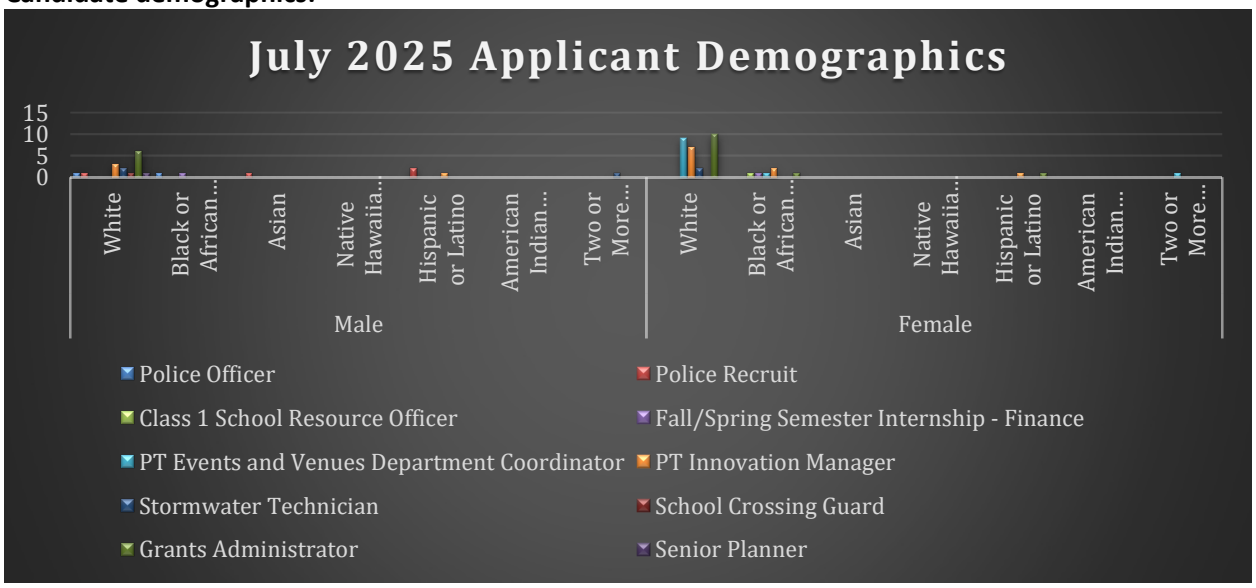
Sam Barrow
Title: Senior Planner
Exit Date: July 16, 2025
Department: Growth Management

Intern Exit: 1
Ransom Albertson: Finance

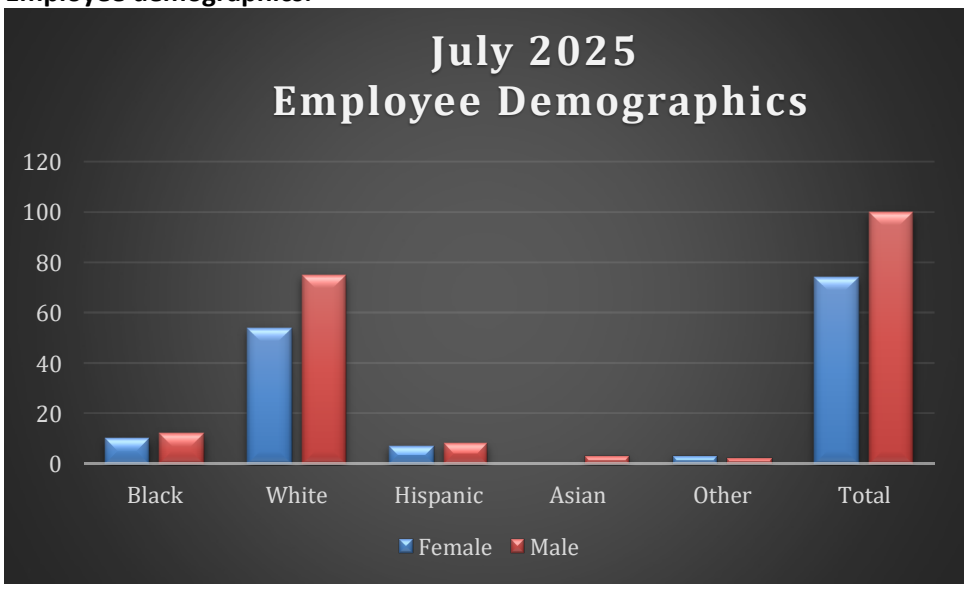
Jobs posted:
Police Officer
Police Recruit
Police Officer SRO
Intern College
Events and Venues Coordinator – PT
Innovation Manager – PT
Stormwater Technician
Senior Planner
Grants Administrator
Crossing Guard

- Birthday/Anniversary Celebration – 7/19 Mac and Cheese Bar
- Wellness Events:
  - Parks and Recreation – email campaign
- Introduction to On Site Medical Provider Beaufort Memorial Health
  - Over 20 employees have enrolled
  - Great feedback received so far
- Intern Events:
  - National Intern Day: July 31
    - Mini Golf and Lunch

Candidate demographics:



Employee demographics:



TOWN COUNCIL

STAFF REPORT
Municipal Court Department

MEETING DATE:	August 12, 2025
PROJECT:	June Activity Report
PROJECT MANAGER:	Lisa Cunningham, Clerk of Court

Court Summary

Town of Bluffton Municipal Court convenes every Tuesday morning. In June 2025 a total of four morning sessions. The Municipal Court currently has 371 cases pending which is a combination of 317 criminal/traffic cases, 23 jury trial requests, and 31 defendants enrolled in alternative programs.

Indigent Defense cases

Town of Bluffton currently contracts with the Law Office of Carol Miller to provide Indigent Defense Counsel to all defendants who meet the Annual Federal Poverty Guidelines. Year to date our Indigent Defense Attorney has 34 pending as of June 2025.

Alternative Programs

Defendants are sometimes offered the opportunity to complete Alternative Programs in lieu of convictions on their traffic and/or criminal record.

There are currently 16 active participants in the Conditional Discharge Program. The Conditional Discharge Program requires the completion of 40 hours of community service as well as a drug and alcohol program. Participants must also pay a program fee of $150.00 upon completion.

There are currently 3 active participants in the Alive@25 classes which are offered through the National Safety Council. Alive@25 classes are for traffic offenders under 25 years of age who have never had a traffic infraction and the current charge pending carries no more than 4 points.

Traffic Education Program referred to as TEP has 5 active participants. The TEP Program cost is $280.00 plus the cost of online driving class. It is designed for offenders who have pending moving violations except for Driving under the Influence, Driving under Unlawful Alcohol Concentration, and Reckless Driving.

Alcohol Education Program referred to as AEP has 0 active participants. AEP is only inclusive for alcohol related charges such as minor in procession of alcohol or false identification for

offenders between the ages of 17-21. AEP costs $250.00 plus the cost of online driving class and alcohol education classes.

Pre-Trial Intervention referred to as PTI has 7 active participants. PTI is a program for first-time offenders charged with non-violent crimes all charges are accepted in the program except for Driving Under Influence (DUI) or Driving under Unlawful Alcohol Concentration (DUAC). Program cost $350.00 plus the cost of online driving class, counseling and/or drug testing.

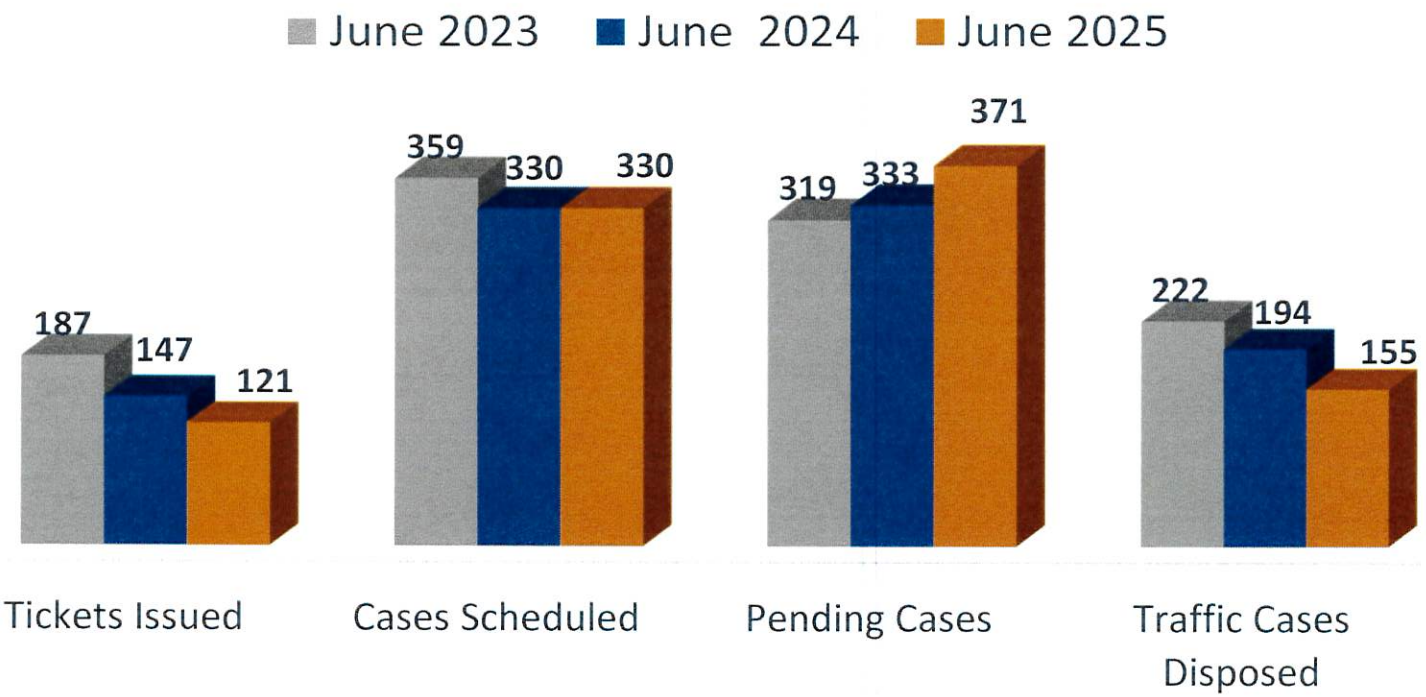
TEP, AEP, and PTI are directly managed through the Solicitors office. The Court provides a referral and the Solicitors Office provides a completion or termination report upon completion date.

Town of Bluffton Municipal Court

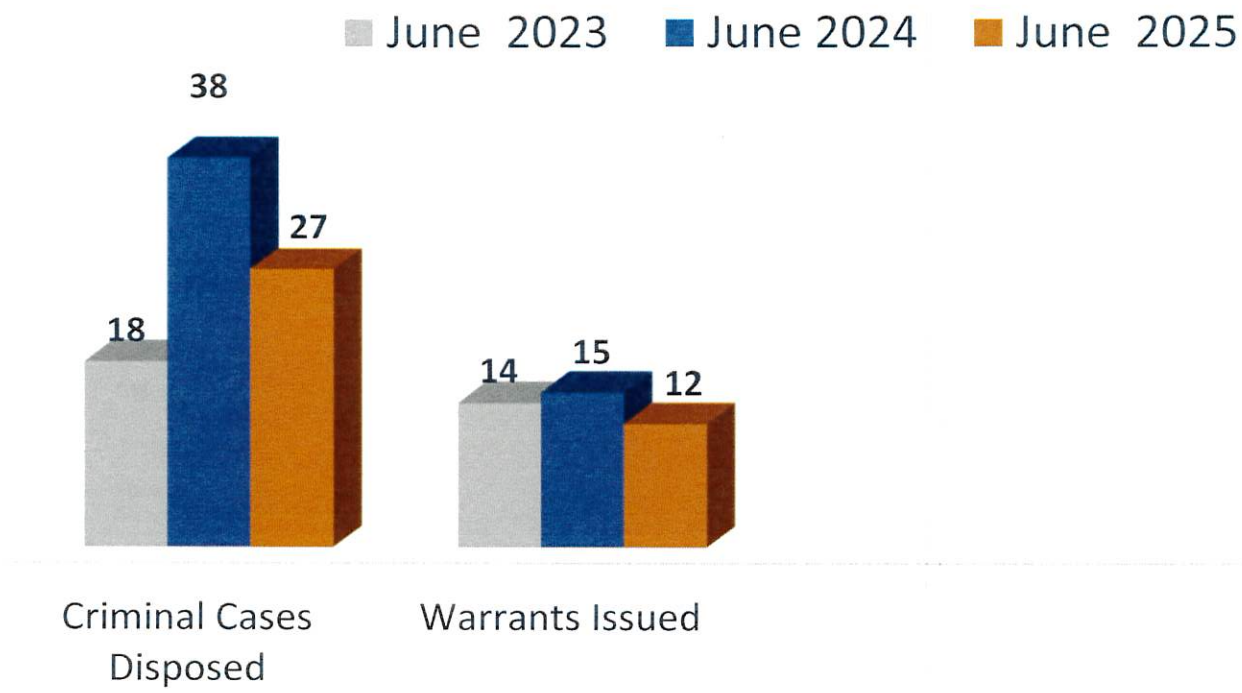
Statistics for June 2025

Presented by:
Lisa Cunningham, Clerk of Court

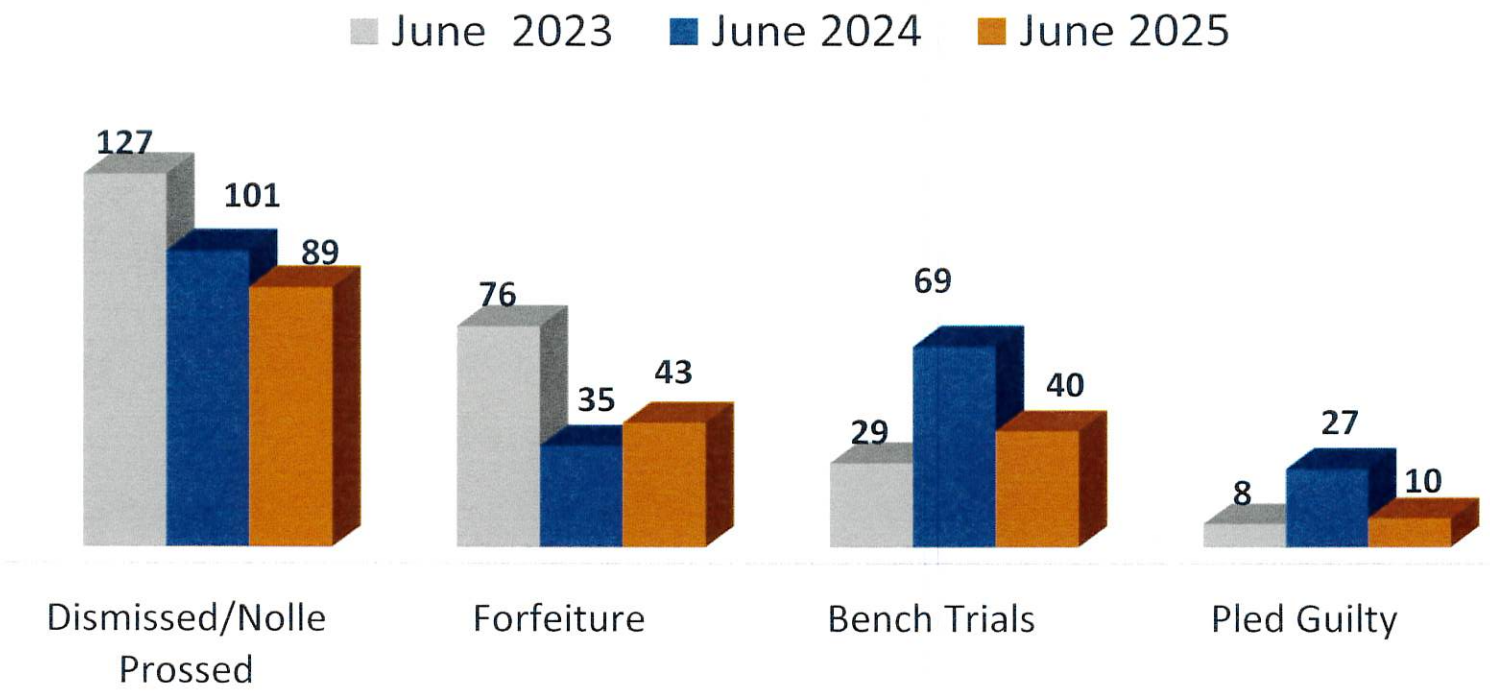
Town of Bluffton Municipal Court



Town of Bluffton Municipal Court



Town of Bluffton Municipal Court



Town of Bluffton Municipal Court

Terminology

- **Disposition** the ruling of the court, the final outcome of the violation.
- **Dismissed** no prosecution because either a program was completed, or motion granted.
- **Nolle Prosequi** the prosecutor or officer did not wish to prosecute the case.
- **Forfeiture** the bond was posted, and defendant did not appear for court, so it was converted to a fine.
- **Guilty Bench Trial** the Judge ruled in favor of the State.
- **Not Guilty Bench Trial** the Judge ruled in favor of the Defendant.
- **Pled Guilty** the defendant did not contest the violations.
- **Disposed** the case is no longer pending and a disposition has been indicated.
- **Pending** the cases awaiting trial or currently enrolled in a program

TOWN COUNCIL

STAFF REPORT
Projects and Watershed Resilience Department

MEETING DATE:	August 12, 2025
SUBJECT:	Projects and Watershed Resilience Department Monthly Report
PROJECT MANAGER:	Kimberly Washok-Jones, Department Director

CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE

Administrative Update

- No activity to report.

FACILITIES

1. Law Enforcement Center Facility Improvements

- **Next Steps**
  - Further work pending direction from Council resulting from Creech and Associates' space needs assessment.

2. Sarah Riley Hooks Cottage

- Nix Construction demolition of property is **complete**.
- Public Notices sent to adjacent property owners.
- **Next Steps**
  - Cottage reconstruction to begin in August upon approval of building permit.
  - Update site development plans per SCDOT comments and obtain Public Project Approval.
  - Post solicitation for site and landscape development construction in September and begin construction in November.

HOUSING

1. Town of Bluffton Affordable Housing Project – The May

- Partnership with WorkForce State of Mind to construct 12 Affordable/Workforce Housing units at 1095 May River Road.
- Horizontal site work continues with vertical construction to begin in October 2025. Construction is anticipated to be complete in the 1st quarter of 2026.
- **Next Steps**
  - Staff continues to review progress and applications for payment.
  - Coastal States Bank will start to accept mortgage applications near the end of this year; timing depends on construction progress.

PARKS

1. Park Improvements

- Installation of shade sail at DuBois Park is **complete**.

- Installation of new site furnishings for DuBois and Oscar Frazier Park is **complete**.
- **Next Steps**
  - Obtain quotes for swings with shade for DuBois Park.
  - Begin conceptual planning for a second pavilion at Oscar Frazier Park.

2. Oyster Factory Park

- Contractor selected for grading, drainage and paving of the food truck access drive.
- Structural engineer completed assessment of pavilion post replacement options.
- Obtained proposals for final design of restroom expansion.
- **Next Steps**
  - Execute contract for food truck drainage and paving.
  - Prepare bid package for pavilion post replacement.
  - Prepare plans and bid packages for the restroom expansion and other FY26 improvements.

3. Oscar Frazier Park

- Splash Pad **complete** and future improvements to be completed under the general Park Improvements project

4. New Riverside Barn/Park

- The interior and exterior of the event barn are in the finishing stages. Interior millwork is complete. Painting is complete. Restroom tile and partitions are installed. All plumbing, lighting and mechanical trim out has started. Audio video and IT trim out has started. Kitchen appliances are on-site with installation to follow. LVP flooring has been installed.
- Barn and event area landscaping is well underway.
- Completed event pavilion design. Permittable documents received.
- **Next Steps**
  - Nix Construction to continue all the above.
  - Continue design and permitting of PS maintenance facility and Phase 2 trails in 2026.
  - Nix Construction to provide event pavilion pricing. Complete construction in FY26.

5. New River Linear Trail

- Nix construction contract was approved at 6/10/25 Town Council meeting.
- **Next Steps**
  - Construction underway and completion planned for summer 2026.

6. Buckwalter Place Park Improvements

- Phase 1 **complete**.
- Wood + Partners engaged for CDs of Phases 2 and 3.
- GHD engaged for geotechnical surveying.
- **Next Steps**
  - Public Art Committee considering sunken art room options.
  - Phases 2 and 3 construction is planned to begin in December 2025.

INFORMATION TECHNOLOGY INFRASTRUCTURE

1. Document Management

- Document Management System (DMS) is live.
- **Next Steps**:
  - Historical documents for the remaining departments will transition through FY26.

2. Network Infrastructure

- Migration of Munis and Energov systems to a hosted environment **completed**.
- **Next Steps**:
  - Replacing more VMWare hosts.

STORMWATER & SEWER

1. Buck Island-Simmonsville Sewer (Phases 5A-D)

- Sewer mainlines and laterals **completed**.
- **Next Steps**
  - BJWSA awaiting Permit to Operate from SCDES.

2. Historic District Sewer Extension Phases 4 through 6 – Lawrence, Green and Water Streets

- Contract with Jordan Construction approved at April Town Council.
- Submittal approval and pre-con meetings **complete**.

  Next Steps
  - Construction.
  - Negotiations with residents for rights of entry and information on sewer connections and construction sequencing on-going.

3. Bridge Street Streetscape

- Lighting plan **complete**.
- Clarified SCDOT right of way conflict.
- **Next Steps**
  - Continue engineering design for SCDOT permitting.
  - Continue planning and design for underground power cost estimate.
  - Reply to DRC comments.
  - Streetscape easements for lighting and sidewalks out to property owners.
  - Finalize conceptual landscape plan in front of Bluffton Telephone building and May River Montessori.

4. Comprehensive Drainage Plan Improvements

- Crooked and Guerrard Coves' stormwater assets inventory, condition assessment, field data processing and 2D Hydrologic/Hydraulic Model **completed**.
- Draft Engineering Report for Crooked Cove received 6/9/25 and under Staff review.
- Finalization of Guerrard Cove 2D H/H Model and resulting scenario runs in process.
- Notified by SC EMD that the $278,550 BRIC grant application was rejected due to change in Federal funding directives. SC EMD HMGP pre-application for Huger and Verdier Cove work accepted and full application due 8/29/25.
- Met with SCDOT to review Heyward Cove Engineering Report findings on 7/30/25.

- **Next Steps**
  - Guerrard Cove Engineering Report submittal.
  - Develop scope for Rose Dhu Creek drainage area.
  - Prepare and submit Huger and Verdier work to SC EMD HMGP full application.

5. May River Watershed Action Plan Impervious Restoration Water Quality Projects

- Initial site investigations, geotechnical reports and preliminary design are **complete** for 8 of the 11 participating sites for future CIP projects.
- 15 additional sites concept plan development in process.
- **Next Steps**
  - Impervious Restoration Program Policy Document Draft submitted and under review.
  - Collaborate with Director of Procurement for an agreement with BCSD to construct impervious restoration projects at school sites.

6. Stoney Creek/Palmetto Bluff Sewer Partnership

- BJWSA is the Project Manager as the awardee of the RIA-SCIIP grant.
- **Next Steps**
  - BJWSA updates can be found here.

ROADS

1. Pathway Pedestrian Safety Improvements

- **Completed** Historic District crosswalk study for ADA compliance.
- **Completed** Phase 2 design and construction for the remainder of the Historic District.
- **Completed** Phase 3 analysis of areas outside the Historic District to identify sites for design.
- **Next Steps**
  - Awaiting RRFB encroachment permit results from SCDOT for potential installation at May River Road and Calhoun, Wharf and Thomas Heyward intersections.
  - Post RFQu for Phase 3 design and construction drawings.

2. Calhoun Street Streetscape

- Preliminary engineering design is 60% complete.
- **Next Steps**
  - Continue negotiations with May River Road property owners for main transmission line easements.
  - Coordinate underground power layout with Dominion Energy.
  - Prepare easement acquisition plats for Phase 1 in FY26 and begin easement acquisition.
  - Phased construction is planned to begin in FY27 pending budget approval and acquisition of all required easements.

3. Boundary Street Lighting

- Dominion street lighting **complete**.

- **Next Steps**
  - Receive and pay final invoice from Dominion Energy.

4. Boundary Street Streetscape

- Engineering design is 80% complete and submitted to agencies for review. Original land disturbance permit approved by SCDES submitted amendment for Lawrence Street outfall.
- **Next Steps**
  - Continue coordinating with Dominion Energy to obtain underground power layout and facility locations.
  - Continue with engineering design and permitting for Green St. outfall.
  - Prepare easement exhibits and begin appraisals.
  - Construction begins FY26, subject to acquisition of required easements and permitting.

5. Ghost Roads

- Surveying and easement exhibits are **complete**.
- Bridge Street, Pritchard, Colcock, Water, Pope and Allen Quit Claim Deeds are **complete**.
- **Next Steps**
  - Based on TC and legal determination, the Town owns all Ghost Roads.

6. Pritchard Street Drainage Improvements

- Obtained approval for proposed improvements with Beaufort County School District and Beaufort County on pool operation impacts.
- Street lighting agreement with Dominion approved.
- IFB anticipated it to be published July 30th.
- **Next Steps**
  - Complete Bid Ready submittal for IFP solicitation.
  - Easement acquisition documents have been finalized, and easement acquisitions continue.
  - Follow-up/complete permitting submissions.
  - Bid opening September 15th.

WATERSHED MANAGEMENT UPDATE

Administrative Update

- Three (3) applications have been received for the open Stormwater Technician position with only on (1) qualified applicant who withdrew from the process.
- Staff met with Beaufort County Stormwater to discuss Stormwater Utility Fee calculation process.
- Staff are coordinating with Beaufort County on planned updates to their Southern Lowcountry Stormwater Design Manual. Beaufort County intends to adopt the Town's Manual, approved by Town Council in March 2025.
- Staff met with Collins Engineering and the Hampton Hall HOA director regarding stormwater drainage in the community. As follow-up, staff provided additional Water Quality Program data to the community.

1. SC Department of Environmental Services May River Shellfish Harvesting Monitoring Data Year-to-Date and May River Shellfish Harvesting Status Exhibit – *Attachments 1 and 1a*

2. May River Watershed Action Plan Implementation Summary – *Attachment 2 and 2a*

- Updating and calibrating the May River headwaters stormwater model to begin fall of 2025.
- Targeted Microbial Source Tracking (MST) Sampling Program:
  - The Targeted MST Program examines multiple potential sources of contamination including human, dog, deer, horse, and bird waste. Staff collect samples during five (5) wet and dry weather events to characterize each subwatershed.
  - Staff collected MST samples on 07/16/25. The human genetic marker was detected at one (1) site.
- Staff spoke with Lexington County and Town of Irmo regarding their pet waste station program. Staff are establishing a program to provide pet waste stations to neighborhoods within Town limits where the dog genetic marker is repeatedly detected.

3. Resiliency

- The Shi Institute Fellow led in-person community engagement to assess the needs and interests of residents regarding heat adaptation initiatives, including cooling centers and community solar projects. A community survey was accessible online until 7/28/25, at 5:00 p.m., and was distributed through the stormwater HOA contact listserv and posted on Town social media.
- Staff met with Shi Institute Fellow and Navigator for mid-point check in on heat resiliency adaptation on 7/15/25.
- Staff is coordinating with SC Sea Grant to place a water level sensor on the May River. Staff were notified that there may be federal funding now and the installation is currently expected to move forward.
- Staff continue to work with the Green Infrastructure Center (GIC) on tree canopy mapping in the Town's jurisdiction. This effort is possible due to a SC Forestry Grant award.

- Staff submitted a proposal to the National Coastal Resilience Fund, with assistance from Adelaide Bates of the Shi Institute, outlining a potential wetland restoration program for FY26.
- Wetlands and Resiliency Ordinances:
  - Watershed and planning staff outlined steps necessary for consideration of a waiver or variance request from wetland buffer requirements.
  - Met with the consultant team to discuss Task 2.
  - Staff are expecting the first draft of the Comprehensive Wetlands Ordinance mid-August.

Municipal Separate Storm Sewer System (MS4) Program Update

1. **MS4 Minimum Control Measure (MCM) - #1 Public Education and Outreach, and MS4 MCM – #2 Public Participation and Involvement**
   - Staff distributed over 1,000 educational door hangers on proper pet waste disposal within the Crooked, Huger, and Heyward Cove areas following multiple detections of the dog genetic marker in these subbasins.
   - Staff provided Watershed updates at the Quarterly Contractor Meeting on 7/15/25. Approximately 50 contractors were in attendance.
   - WAPAC meeting was held on 7/24/25. **– *Attachment 3***

2. **MS4 MCM – #3 Illicit Discharge Detection and Elimination**
   - One (1) citation was issued for improper disposal of fats, oils, and grease.
   - Stormwater Infrastructure Inventory Map **– *Attachment 4a***
   - *E. coli* Concentrations Trend Map **– *Attachment 4b***
   - Monthly, Microbial Source Tracking (MST) Maps **– *Attachments 4c and 4d***
   - SC Department of Environmental Services (SCDES) collects MST samples for the Town concurrently with their routine shellfish harvesting water quality sampling at stations 19-19, 19-19A, 19-19B, 19-19C, and 19-24. The human genetic marker was not detected. **– *Attachment 4e***

3. **MS4 MCM – #4 Construction Site Stormwater Runoff Control – *Attachment 5***

4. **MS4 MCM – #5 Stormwater Plan Review and Related Activity – *Attachment 6***

5. **MS4 MCM – #6 Good Housekeeping (Staff Training/Education)**

- Moreno completed her drone pilot's recertification.
- Moreno attended the Southeast Chapter International Erosion Control Association's (IECA) July Board meeting and provided updates on behalf of South Carolina.
- Moreno attended the Southeastern Stormwater Association's (SESWA) Stormwater Committee meeting on 7/16/25 and provided updates on behalf of South Carolina.
- Staff attended an MS4 education and outreach webinar hosted by SESWA.
- Jones attended the Technical Planning Advisory Committee meeting on 7/11/25 for the Center for Watershed Protection annual conference.
- Jones attended SESWA Board of Directors' Executive Committee meeting on 7/23/25.
- Jones was invited to attend the University of South Carolina's inaugural Public Health Integrated Environmental Leadership Development program at USC's Hobcaw Barony from 7/16-18/25.

6. MS4 MCM – #6 Good Housekeeping (Ditch, Drainage and Roadside Maintenance)

- Public Services performed weekly street sweeping on Calhoun Street, Highway 46, Bruin Road, May River Road, Pin Oak Street, and curbs and medians on Simmonsville and Buck Island Roads.
- Performed ditch inspections.
  - Buckwalter ditch (917 LF)
  - Arrow ditch (2,569 LF)
  - Red Cedar ditch (966 LF)
  - Buck Island roadside ditch (15,926 LF)
  - Simmonsville roadside ditch (13,792 LF)
- Ongoing roadside mowing, litter clean-up and maintenance of Masters' Way, McCracken Circle, Hampton Parkway, Buck Island and Simmonsville Roads, Goethe Road, Shults Road, Jason and Able Streets, Whispering Pine Road, May River Road, and Eagles Field.

7. Citizen Drainage, Maintenance, and Inspections Concerns Map – *Attachment 7*

8. Citizen Request for Watershed Management Services & Activities – *Attachment 8*

Attachments

1. SCDES Shellfish Harvesting Monitoring Data Year-to-Date
   a. SCDES May River Shellfish Harvesting Status Exhibit
2. May River Watershed Action Plan Implementation Summary
   a. Cumulative Microbial Source Tracking (MST) Results for Targeted Sampling
3. MS4 Minimum Control Measures #1 and #2 – WAPAC Agenda
4. MS4 Minimum Control Measure #3 – Illicit Discharge Detection and Elimination
   a. Stormwater Infrastructure Inventory Map
   b. *E. coli* Concentrations Trend Map
   c. Microbial Source Tracking Trend Map – All Sources
   d. Microbial Source Tracking Map – Human Sources
   e. Illicit Discharge Investigations
5. MS4 Minimum Control Measure #4 – Construction Site Stormwater Runoff Control
6. MS4 Minimum Control Measure #5 – Stormwater Plan Review and Related Activity
7. Citizen Drainage, Maintenance, and Inspections Concerns Map
8. Citizen Request for Watershed Management Services and Activities Map
9. CIP Master Project Schedules

SCDES Shellfish Harvesting Monitoring Data Year-to-Date
May River Headwaters Shellfish Stations

	19-19				19-19A				19-19B				19-19C				19-24				19-16			
	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025	2022	2023	2024	2025
	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)	Fecal Coliform (MPN)
December	33.0	33.0	NS		49.0	33.0	NS		17.0	7.8	NS		49.0	13.0	NS		6.8	7.8	NS		13.0	17.0	NS	
November	33.0	13.0	170.0		13.0	2.0	130.0		7.8	4.5	170.0		4.5	4.5	49.0		6.1	2.0	79.0		13.0	4.5	33.0	
October	23.0	33.0	49.0		46.0	23.0	17.0		13.0	17.0	13.0		23.0	33.0	2.0		11.0	2.0	11.0		14.0	6.8	17.0	
September	540.0	23.0	33.0		350.0	13.0	240.0		350.0	13.0	13.0		170.0	7.8	7.8		79.0	17.0	22.0		33.0	13.0	130.0	
August	23.0	23.0	33.0		23.0	49.0	23.0		11.0	6.8	23.0		13.0	13.0	49.0		17.0	23.0	49.0		11.0	2.0	13.0	
July	920.0	350.0	31.0		49.0	920.0	31.0		95.0	70.0	32.0		130.0	49.0	32.0		23.0	33.0	33.0		46.0	17.0	32.0	
June	13.0	14.0	7.8	170.0	4.5	7.8	7.8	170.0	11.0	23.0	6.8	110.0	2.0	13.0	4.5	49.0	1.8	33.0	2.0	23.0	9.3	13.0	2.0	6.8
May	4.5	23.0	27.0	33.0	4.5	33.0	22.0	170.0	4.0	17.0	23.0	79.0	1.8	13.0	17.0	21.0	1.8	33.0	7.8	49.0	2.0	21.0	4.0	4.5
April	4.5	170.0	49.0	NS	4.5	130.0	17.0	NS	1.8	110.0	17.0	NS	2.0	70.0	4.0	NS	1.8	NS	11.0	NS	1.8	7.8	23.0	NS
March	33.0	23.0	49.0	240.0	23.0	49.0	31.0	46.0	2.0	17.0	11.0	23.0	4.5	17.0	4.5	7.8	2.0	17.0	22.0	13.0	2.0	17.0	4.5	4.0
February	23.0	540.0	49.0	33.0	31.0	350.0	49.0	49.0	17.0	240.0	11.0	79.0	22.0	240.0	22.0	79.0	2.0	33.0	7.8	13.0	11.0	33.0	11.0	17.0
January	49.0	33.0	49.0	NS	22.0	33.0	23.0	NS	33.0	13.0	4.5	NS	7.8	33.0	4.5	NS	7.8	7.8	7.8	NS	7.8	4.5	2.0	NS
** Truncated GeoMetric Mean	40.0	38.0	39.0	46.0	28.0	30.0	30.0	40.0	18.0	17.0	16.0	19.0	14.0	16.0	14.0	15.0	9.0	9.0	10.0	14.0	9.0	8.0	10.0	10.0
** Truncated 90th Percentile	192.0	211.0	187.0	167.0	91.0	152.0	163.0	206.0	72.0	77.0	79.0	73.0	54.0	71.0	74.0	67.0	41.0	44.0	47.0	54.0	32.0	26.0	38.0	41.0

NS = No Sample

SCDES Regulatory Requirements:

Geometric Mean ≤ 14

90th Percentile ≤ 43

** Town staff calculations utilizing SCDES statistics

Note:

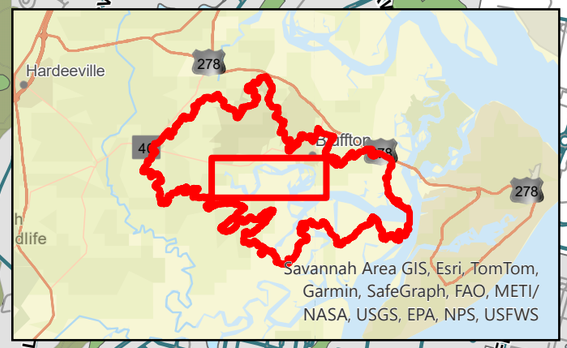
December 2024 ends the data collection period for 2025 shellfish harvesting season.

December 2025 ends the data collection period for 2026 shellfish harvesting season.

2024 fecal coliform data is part of the 2025 classification data collection period.

2025 fecal coliform data is part of the 2026 classification data collection period.

* To be classified as APPROVED for shellfish harvesting, SCDES Shellfish Monitoring Stations are required to have both:
- A Geometric Mean value of ≤ 14.0 Most Probable Number (MPN) AND
- A 90th percentile value of ≤43.0 MPN for fecal coliform bacteria.



Town Bluffton Jurisdiction
Beaufort County Jurisdiction
Restricted 2024/2025 Shellfish Season
Streets
Water
Wetlands
Open Shellfish Monitoring Station
Closed Shellfish Monitoring Station

Town of Bluffton
Beaufort County, SC
SCDES SHELLFISH HARVESTING STATUS

0 0.17 0.35 0.7 Miles

Date: 7/22/2024 1:16 PM

May River Watershed Action Plan Update & Modeling Report (MRWAP) Implementation Summary

1. MRWAP Background

- *May River Watershed Action Plan Update & Modeling Report* (MRWAP) was completed November 2020.
- Town Council adopted the MRWAP as a supporting document to the Comprehensive Plan in February 2021.
- The Action Plan Update & Modeling Report included the development of watershed-water quality models (WQ Model) for the four (4) May River Headwaters subwatersheds (Stoney Creek, Rose Dhu Creek, Duck Pond, and Palmetto Bluff) where the shellfish impairments are located.
- The purpose of the modeling effort was to better understand fecal coliform (FC) fate and transport in the Headwaters subwatersheds to develop strategies ultimately intended to open all shellfish stations to harvesting. To capture the variety of storm events and environmental conditions, the Project Team developed a continuous simulation of both water quantity and quality.
- The MRWAP included new water quality improvement projects resulting from the WQ Model. Additionally, the potential fecal bacteria reduction benefits of septic to sewer conversion in the four (4) Headwaters subwatersheds were modeled.

2. Septic to Sewer Project Recommendations/Evaluations

Background:

- The MRWAP evaluated four (4) septic to sewer conversion projects in the Rose Dhu Creek and Stoney Creek subwatersheds:
    - Cahill
    - Gascoigne
    - Stoney Creek
    - Pritchardville
- These projects overlap with 42 subcatchments in the Stoney Creek watershed and 11 in Rose Dhu Creek. Based on WQ Model outputs, these projects alone may potentially reduce FC loading by 3.46x1013 FC per year.
- The estimated septic to sewer conversion costs of these projects is $5.5 million.

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Update: Stoney Creek/Palmetto Bluff Sewer Partnership

- BJWSA's 2022 updated cost-estimate for the project from BJWSA increased to $7.2 million + contingencies.
- BJWSA is the Project Manager as the awardee of the RIA-SCIIP grant.
- Next Steps:
    - BJWSA continues with community outreach and design of the system. BJWSA updates can be found at: https://bjwsa.org/251/Go2Sewer-for-a-Cleaner-Stoney-Creek

3. MRWAP Impervious Restoration Water Quality Projects

Task 1: MRWAP Eleven (11) Proposed Projects Background

- Eleven (11) project sites (incorporating various individual BMPs) were selected in consultation with the Town (prioritizing subcatchments with FC bacteria hotspot and/or large impervious areas). These sites were evaluated in terms of the potential benefits gained by retrofitting to meet the 95th percentile storm retention, to the maximum extent possible, under the proposed Impervious Area Restoration/Stormwater Retrofit Program.
- Based on WQ Model outputs, these projects alone may potentially reduce FC loading by
    - 2.99×1014 FC reduction for the Full SWRv (entire sub-basin drainage area catchment).
    - 2.53×1014 FC reduction for the Reduced SWRv projects (impervious area drainage area of sub-basin catchment).
- The estimated Full SWRv projects costs is $32.7 million and the estimated cost of Reduced SWRv projects is $22.6 million.
- Currently the Towns' Impervious Restoration Program is targeting Reduced SWRv for future projects.

Task 1: MRWAP Eleven (11) Proposed Projects Update

- Eleven (11) proposed project sites Rose Dhu Creek (6 projects) and Stoney Creek (5 projects):
    - All geotechnical work, evaluations, site assessments, planning, engineering, and preliminary designs for the 8 original sites is **complete**.
        - Bluffton Early Learning Center (BELC).
        - Boys and Girls Club of Bluffton (BGC).
        - Benton House (BH).
        - Bluffton High School (BHS).
        - Buckwalter Recreation Center (BRC).
        - ~~Lowcountry Community Church (LCC).~~ **Declined to Participate.**
        - McCracken Middle School/Bluffton Elementary School (MMSBES).

  - May River High School.
  - ~~One Hampton Lake Apartments (OHLA).~~ **Declined to Participate.**
  - Pritchardville Elementary School (PES).
  - ~~Palmetto Pointe Townes (PPT).~~ **Declined to Participate.**
- Next Steps:
  - Final Draft of the IRP Policy Document has been submitted and under review for final edits and comments.
  - Upon completion and approval of the IRP Policy Document, staff will collaborate with the Town's Director of Procurement for an agreement with BCSD to construct impervious restoration projects at school sites.

Task 2: Identify Fifteen (15) New Project Sites Background

- Identify 15 new project sites for Town of Bluffton Impervious Restoration/BMP Retrofit Projects.
- The Town wishes to identify an additional 15 project sites located within the municipal limits of Bluffton for the Impervious Restoration/BMP Retrofit Program. However, the criteria for site selection will be considered to be more "low hanging fruit" based on the following:
  - Within Town of Bluffton Municipal limits.
  - Soils – sandy soils with high infiltration rates offer the biggest bang for the buck for water quality treatment/improvement. Utilizing soil survey and other information target sites where infiltration can be maximized on-site.
  - Public or governmental agency land/property owner (not SCDOT RoW).

Task 2: Identify Fifteen (15) New Project Sites Update

- Site evaluations at the 15 sites have been completed.
- Concept design development for the sites identified below ongoing:
  - Dominion Energy Engineering Office
  - Rose Dhu Equestrian Center
  - St. Gregory Catholic Church/School
  - River Ridge Academy
  - MC Riley Early Childhood Center
  - MC Riley Elementary School
  - MC Riley Sports Complex
  - Bluffton Middle School
  - Red Cedar Elementary School
  - Seagrass Station Road Site determined to be not feasible, low cost/benefit.
  - Bluffton Pkwy West (170 to Buckwalter)
  - Buckwalter Pkwy (Hampton Hall to May River Road)
  - Persimmon St/Sheridan Park Cir/Pennington Dr

  - Vaden Nissan Hilton Head
  - ~~NHC Healthcare/Bluffton (Healthcare, Rehab, Assisted Living)~~ **Declined to Participate**
- Next Steps:
  - Finalize Concept designs and proposed SWrv/Water quality benefit.

Task 3: MRWAP Impervious Restoration Policy Documents Background

- MRWAP Section 5.4.4. Stormwater BMP Retrofit Projects of the May River Watershed Action Plan Update and Model Report identifies potential Impervious Restoration/BMP Retrofit projects located on Public and Private Land. As mentioned earlier, one of the primary site selection criteria, at time of report development, was to identify sites with large impervious areas so that pollutant load reductions could be estimated and the benefits of such projects on stormwater quality quantified/estimated, if implemented into construction. Generally, Public Funds are not expended to improve private property nor is Town of Bluffton funding generally expended on Public Land owned by another government entity. In order for such projects identified in Section 5.4.4. to move forward in the interest of improved water quality and for the overall benefit and welfare of the constituents of the Town of Bluffton, Policy Documents need to be formulated that establishes the parameters of such a Program to be initiated and implemented.

Task 3: MRWAP Impervious Restoration Policy Documents Update

- Impervious Restoration Program Policy Document Draft submitted and under review. Fee-in-Lieu Program Policy Document - Adopted into the FY26 Master Fee Schedule at the July 2025 Town Council Meeting.
- As Adopted:
  - As part of the SoLoCo Stormwater Design Manual, developers may submit for MEP when the proposed development site has constraints or limitations to which prevent SoLoCo Stormwater Design Manual requirements from being met, specifically stormwater retention volume (SWRv) requirements. SWRv is the volume of stormwater runoff that a stormwater management system can store and treat to improve water quality. The MEP submittal must provide documentable evidence of the process the applicant has performed that demonstrates the restrictions to the use and implementation of the Best Management Practices (BMPs) to meet the SWRv requirements.
  - When a development project cannot accommodate the required SWRv due to on-site constraints identified in the approved MEP analysis, the developer could opt to pay a Fee-In-Lieu (FIL) to the Town of Bluffton for the shortfall according to the FIL fee schedule to be adopted as part of the FY26 budget Master Fee Schedule. Funds collected through FIL payments would then be used by the Town to fund

other qualified uses that protect water quality within the same watershed as the original project including:

- The construction and maintenance of impervious restoration program water quality BMPs;
- Purchase of land for increased conservation areas, application of Better Site Design to the approved Master Plan, buffers, undisturbed open space, and natural resource of significance areas, and
- Purchase of development rights.

- FIL payment would be based and equal to a unit of SWRv in cubic feet or designating a conservation area/easement area that protects a qualified natural resource that would otherwise require the same SWRv treatment if developed. The monetary value for a unit of SWRv would be based on the current and typical costs for land as well as associated costs for design, construction, construction management, Town program management, post-construction inspection, and ongoing maintenance of water quality BMPs. The SWRv FIL rate would be found as part of the Town's Master Fee Schedule, under Section VII "Stormwater Management Fees,", allowing for annual review and updates as needed based on the Consumer Price Index (CPI) or based on updated information regarding the cost of water quality BMP construction and maintenance, changes in the construction industry, availability of supplies, etc. If the developer and/or private property owner take responsibility for maintaining the BMP or provide land, then the associated cost for a unit of SWRv could be lessened accordingly.

Item/Description	Fee
Fee-In-Lieu (FIL) For projects with an approved Maximum Extent Practicable (MEP) submittal, the FIL amount is calculated based on an applicant's shortfall, in cubic feet (CF), of the required Stormwater Retention Volume (SWRv).	$151.92/CF of SWRv

- ToB CIP Project Impervious Restoration Program & incentives – Draft document in process.
- ToB SWrv Credit Trading Program - (under evaluation)

4. Other, Related MRWAP Recommendations

Background:

- The Town should incorporate volume reduction BMPs (those that encourage infiltration) within existing and future CIP projects to the maximum extent practical (MEP), especially for project locations with well-drained soils (HSG A or B).

Other, Related MRWAP Recommendations Update:

- Town is in progress of incorporating volume reduction BMPs within existing and future CIP projects to the MEP. Specific projects currently in progress include:
    - Bridge Street Streetscape Project
        - Water quality monitoring has been completed
    - Pritchard Street Drainage Improvement Project
        - Incorporated Infiltration BMPs within the project to capture and treat 1.95" of rainfall over impervious surfaces within the project area, prior to discharge into Heyward Cove.
        - Submitted Section 319 Grant proposal to DHEC to cost-share cost of construction of proposed BMPs. Pre-proposal was accepted, and Full Proposal was requested by DHEC. Under Review.
        - Coordinated approval for proposed improvements with Beaufort County School District and Beaufort County on pool operation impacts. Updated Bid Ready submittal from consultant 7/9/25 pending.
        - Easement acquisition documents have been finalized, and easement acquisitions have been initiated.
        - Follow-up/complete permitting submissions.
        - Project anticipated to be advertised for construction in July 2025.

5. MRWAP Water Quality Program Recommendations Update

Background:

- Section 5.0 of the MRWAP included recommendations for the Town of Bluffton to improve upon their existing monitoring program (concentration and source typing) and flow.

MRWAP Water Quality Program Recommendations Update:

- 5.1.1 In-House Microbial Source Tracking:
    - Staff have collaborated with Dr. Tye Pettay and the USCB Microbial Source Tracking (MST) Laboratory to develop new markers for tracking fecal contamination in the May River Watershed. The primary goal is to identify the sources of bacteria and establish effective mitigation plans. The human genetic marker remains the main focus of the Town's MST sampling program, as it poses the greatest risk to human health.
    - With the introduction of the new MST markers, Town staff have initiated a targeted MST sampling program, starting with the Crooked Cove subwatershed. This area was chosen because of its proximity to the South Carolina Department of Environmental Services (SCDES) Shellfish Harvesting Station 19-24, which has experienced rising levels of fecal coliform concentrations. The Town has now expanded this program into the Heyward, Huger, and Verdier Cove subwatersheds. The MST Program examines multiple potential sources of contamination, including human, dog, deer, horse, and bird waste.

Staff are collecting samples during five (5) wet weather events and five (5) dry weather events to characterize each subwatershed.
  - Based on the results of this MST sampling, staff has begun targeted education efforts in the Crooked Cove subbasin for dog bacteria and will continue in the other areas of study.
- 5.1.2 Future (New) Bacteria Monitoring Locations & 5.1.3 Future (New) Water Flow Monitoring Locations
  - Water Environmental Consultants (WEC) removed the water elevation meter from the Duck Pond subwatershed (it was located on the Palmetto Bluff overpass). This monitor was installed to provide 6 months of water elevation data for stormwater model calibration, as there is no channelized flow into the Duck Pond.
  - A final report from WEC for this work has been submitted and reviewed.
  - Town staff have finalized all bacteria and flow monitoring data collection efforts recommended in sections 5.1.2 and 5.13 of the May River Watershed Action Plan Model Report. These efforts aim to improve/calibrate the Town's stormwater model with a comprehensive dataset.
  - Town staff are working with the original Project Team that developed the Town's May River headwaters stormwater model in 2020.
  - The scope of work to update/calibrate the Town's May River headwaters stormwater model is currently in progress.
  - The Town has Fiscal Year 2026 (FY26) funding for this work.

			Cumulative Microbial Source Tracking (MST) Results for Targeted Sampling									
			Human		Dog		Horse		Bird		Deer	
Sub-basin	Sampling Location	Location Description	Human (Number Times Detected/ Number Times Analyzed)	Percent of the Time Human Detected at Sampling Location	Dog (Number Times Detected/ Number Times Analyzed)	Percent of the Time Dog Detected at Sampling Location	Horse (Number Times Detected/ Number Times Analyzed)	Percent of the Time Horse Detected at Sampling Location	Bird (Number Times Detected/ Number Times Analyzed)	Percent of the Time Bird Detected at Sampling Location	Deer (Number Times Detected/ Number Times Analyzed)	Percent of the Time Deer Detected at Sampling Location
SCDES May River Shellfish Stations	19-19	May River at First Dock in Headwaters past Bluff	5/75	6.67%	3/13	23.08%	0/7	0.00%	6/12	50.00%	3/13	23.08%
	19-19A	Unnamed Tributary near SW corner of Gascoigne Bluff	3/73	4.11%	4/8	50.00%	0/7	0.00%	4/10	40.00%	3/11	27.27%
	19-19B	Bend in May River nearest the high bluff of Palmetto Bluff	4/73	5.48%	4/11	36.36%	1/7	14.29%	3/8	37.50%	1/9	11.11%
	19-19C	First Unnamed Tributary leading from Gascoigne Bluff	3/73	4.11%	2/11	18.18%	0/7	0.00%	3/9	33.33%	1/10	10.00%
	19-24	May River at Southern End of Crane Island	1/74	1.35%	2/15	13.33%	0/7	0.00%	8/14	57.14%	1/13	7.69%
Crooked Cove	HB04	Wetland area behind The Gray's Apartments	2/4	50.00%	1/4	25.00%	0/4	0.00%	0/4	0.00%	4/4	100.00%
	BI01	Buck Island Road Ditch	0/7	0.00%	3/7	42.86%	0/7	0.00%	0/7	0.00%	2/7	28.57%
	HB03	Wetland area behind The Gray's Apartments	0/4	0.00%	2/4	50.00%	0/4	0.00%	0/4	0.00%	2/4	50.00%
	HB02	Entrance to The Gray's Apartments	0/6	0.00%	2/6	33.33%	0/6	0.00%	0/6	0.00%	1/6	16.67%
	FC02	Frierson's Circle	0/7	0.00%	4/7	57.14%	0/7	0.00%	2/7	28.57%	2/7	28.57%
	HBWET01	Wetland area at Vista View Apartments	1/7	14.29%	1/7	14.29%	0/7	0.00%	0/7	0.00%	1/7	16.67%
	MRR02	Drainage ditch next to Cahill's	0/6	0.00%	6/7	85.71%	0/7	0.00%	0/7	0.00%	1/7	14.29%
	FC01	Frierson's Circle	0/7	0.00%	0/7	0.00%	0/7	0.00%	0/7	0.00%	0/7	0.00%
	BP01	Buck Point Road	0/3	0.00%	2/3	66.67%	0/3	0.00%	0/3	0.00%	0/3	0.00%
Heyward Cove	BR01	Drainage ditch near Taylor's Warehouses on Bluffton Rd	1/7	14.29%	2/7	28.57%	0/7	0.00%	0/7	0.00%	0/7	0.00%
	BV01	Drainage ditch at the intersection of Bruin Rd and Pritchard St	0/7	0.00%	3/7	42.86%	0/7	0.00%	0/7	0.00%	0/7	0.00%
	BV02	Drainage ditch at intersection of Hawkes Rd and Pritchard St	1/7	14.29%	1/7	14.29%	0/7	0.00%	0/7	0.00%	0/7	0.00%
	BV03	Drainage ditch at the end of Hawkes Rd	0/7	0.00%	4/7	57.14%	0/7	0.00%	0/7	0.00%	1/7	14.29%
	HWC2	Heyward Cove overpass on Bridge St	4/6	66.67%	6/6	100.00%	0/6	0.00%	2/6	33.33%	2/6	33.33%
Huger Cove	HGC01	Drainage ditch on Lawrence St	5/7	71.43%	3/7	42.86%	0/7	0.00%	0/7	0.00%	0/7	0.00%
	HGC2	Huger Cove overpass on Bridge St	3/6	50.00%	5/6	83.33%	0/6	0.00%	0/6	0.00%	0/6	0.00%

Results as of 07/21/25

May River Watershed Action Plan Advisory Committee Meeting

Thursday, July 24, 2025 at 3:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers, 20 Bridge Street, Bluffton, SC

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF MINUTES

1. Adoption of April 24th, 2025 Minutes

IV. PRESENTATIONS, CELEBRATIONS, AND RECOGNITIONS

V. PUBLIC COMMENT

VI. OLD BUSINESS

1. Update on Town Wetland Ordinance - Beth Lewis, Water Quality Program Manager
2. May River Watershed Action Plan Project Implementation Status Report - Dan Rybak, Project Manager

VII. NEW BUSINESS

1. Recommendation for the Public Arts Committee to Form a Storm Drain Marking Program - Andrea Moreno, MS4 Program Manager
2. Election of Officers - Beth Lewis, Water Quality Program Manager
3. Development of WAPAC Strategic Plan Priorities for FY27-28 - Beth Lewis, Water Quality Program Manager

VIII. DISCUSSION

IX. ADJOURNMENT

NEXT MEETING DATE: October 23, 2025

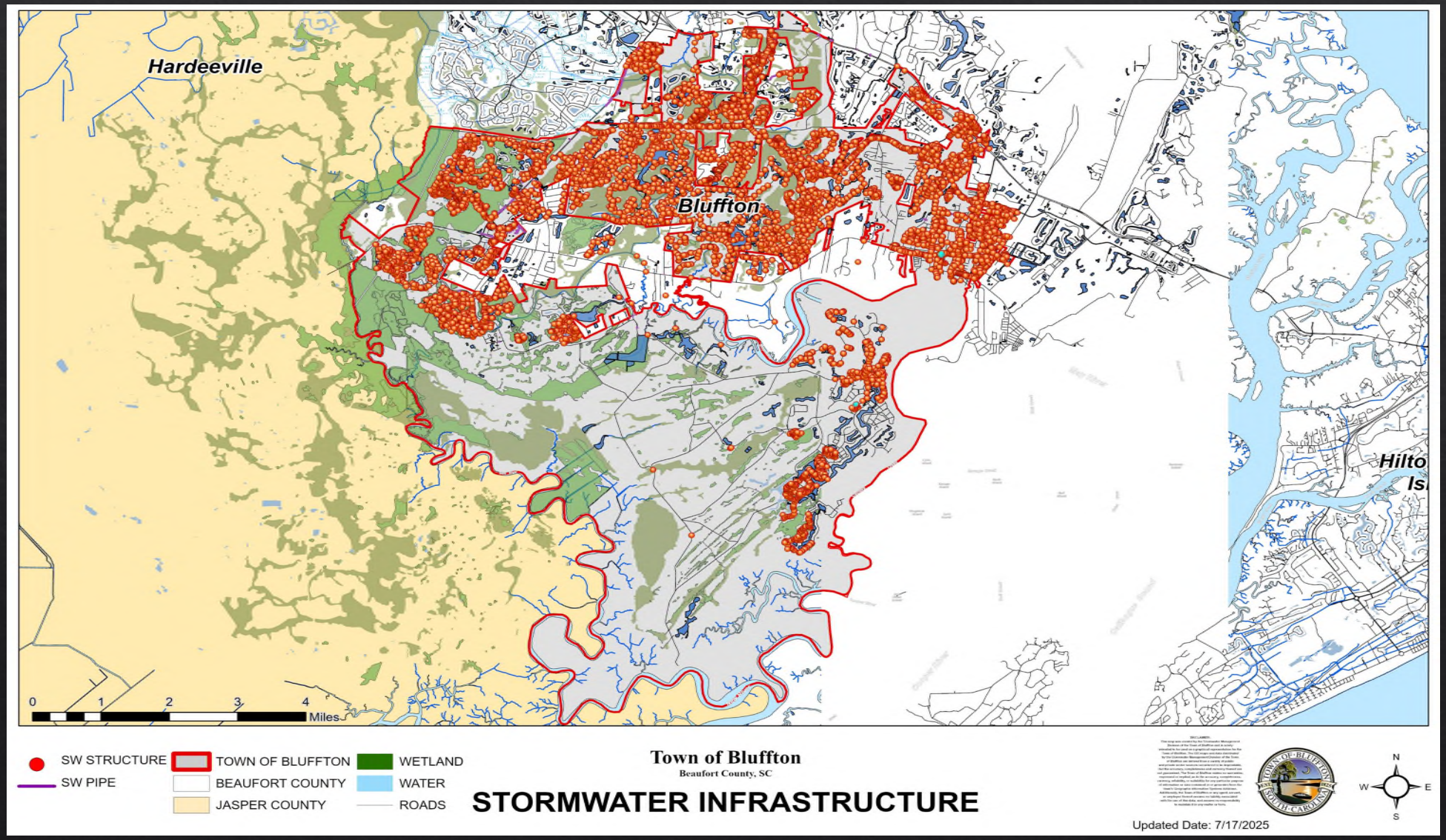
"FOIA Compliance – Public notification of this meeting has been published and posted in compliance with the Freedom of Information Act and the Town of Bluffton policies."

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Executive Session – The public body may vote to go into executive session for any item identified for action on the agenda.

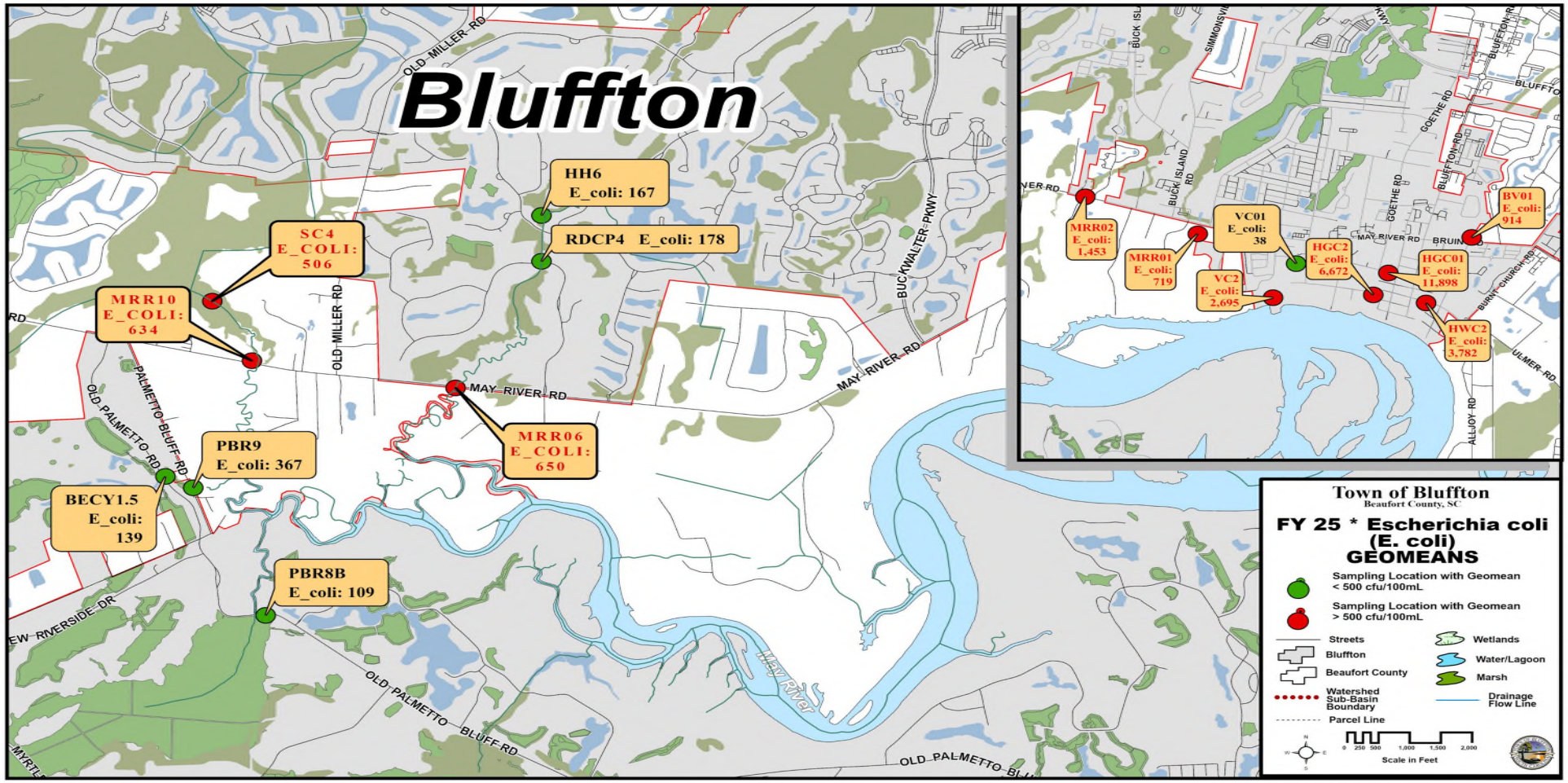
**Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. To submit a public comment online, please click here: https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60*
Public comment is limited to 3 minutes per speaker.

MS4 Minimum Control Measure #3 – IDDE (Illicit Discharge Detection & Elimination): Stormwater Infrastructure Inventory



Stormwater Infrastructure Inventory Collection Status	
Collection Totals	18,286
FY 2026 YTD	201

MS4 Minimum Control Measure #3 – IDDE: *E. coli* Concentrations Trend Map



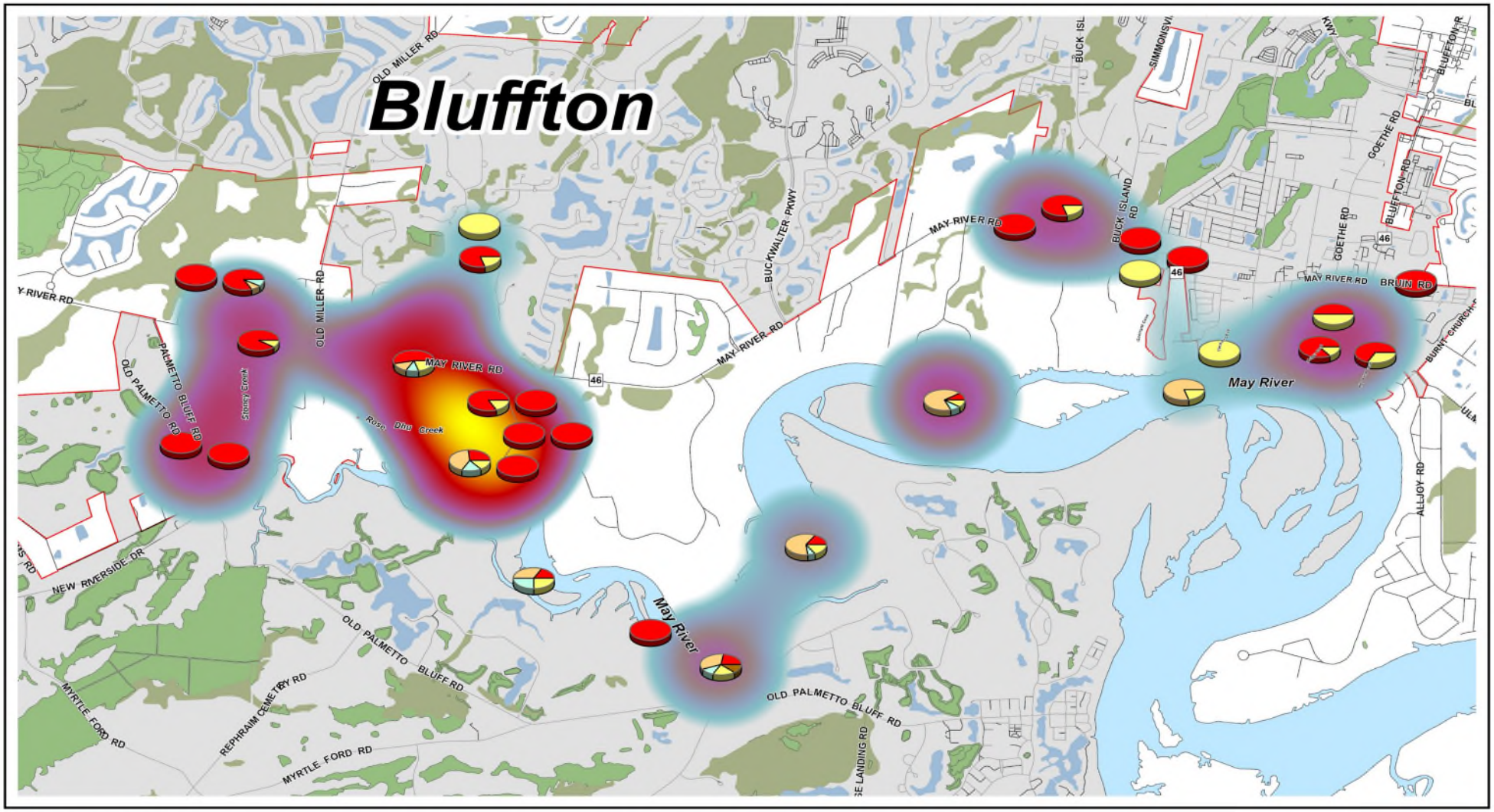
This map does not reflect water quality data collected during Targeted MST Sampling.

* No FY26 Action Plan or Monthly water quality samples have been collected to date. FY26 data will be reported next month.

	USCB Water Quality Samples	Microbial Source Tracking Samples	MS4 Quarterly Samples Collected
FY 2026 YTD Totals	511	71	0
FY 2025 Totals	738	263	206
FY 2024 Totals	620	62	209

Totals include only samples submitted for laboratory analysis, and not *in sit*

MS4 Minimum Control Measure #3 – IDDE: Microbial Source Tracking (MST) Trend Map



MSTSamplingResults
- Human
- Bird
- Deer
- Dog
- Horse

MST Sampling Sites
Intensity of samples
- Representative of Low Sampling Distribution
- Representative of High Sampling Distribution

MICROBIAL SOURCE TRACKING (MST) LOCATIONS

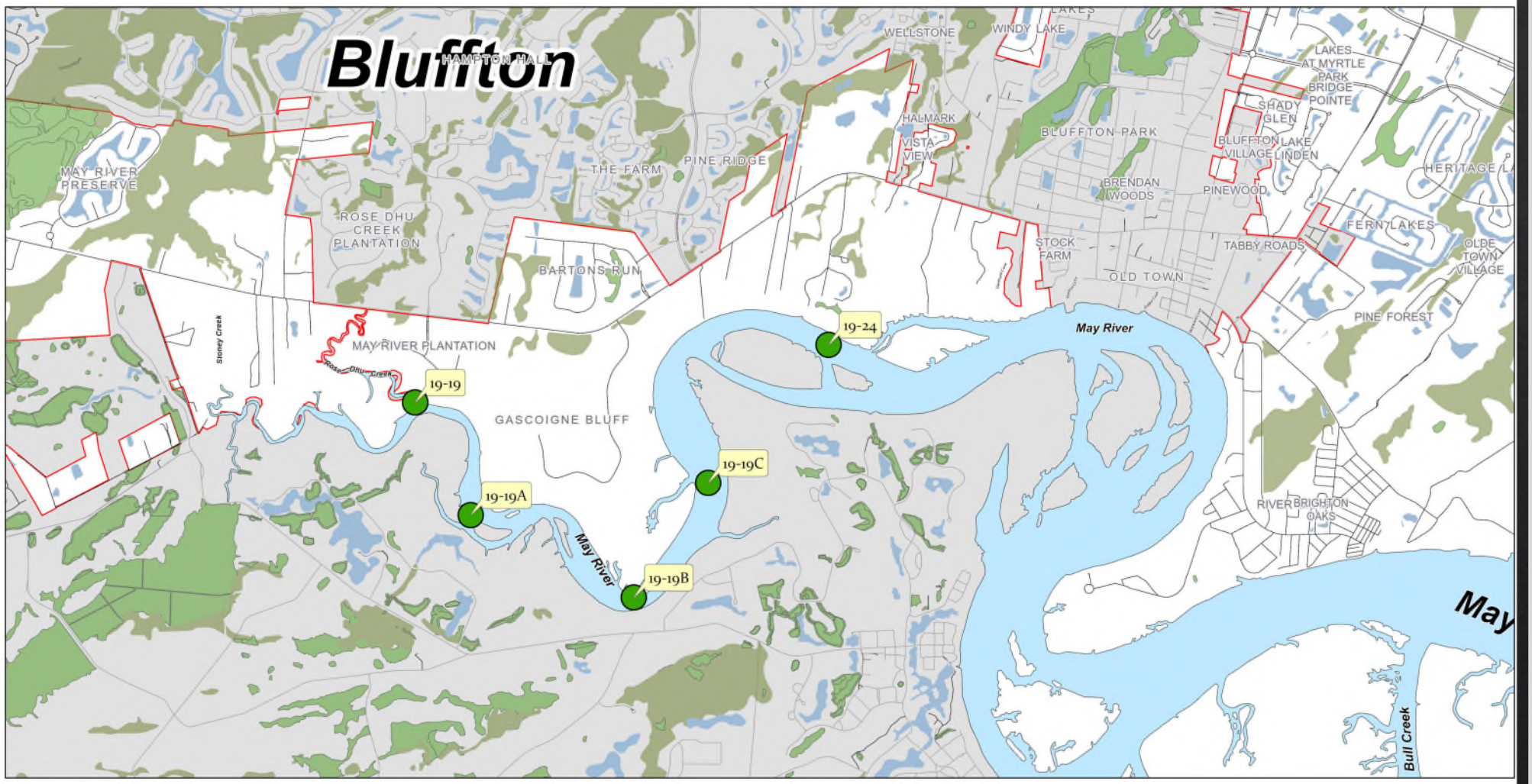
Samples at Sites With Positive Detection and the Intensity of Positive Hits

Town of Bluffton
Beaufort County, SC

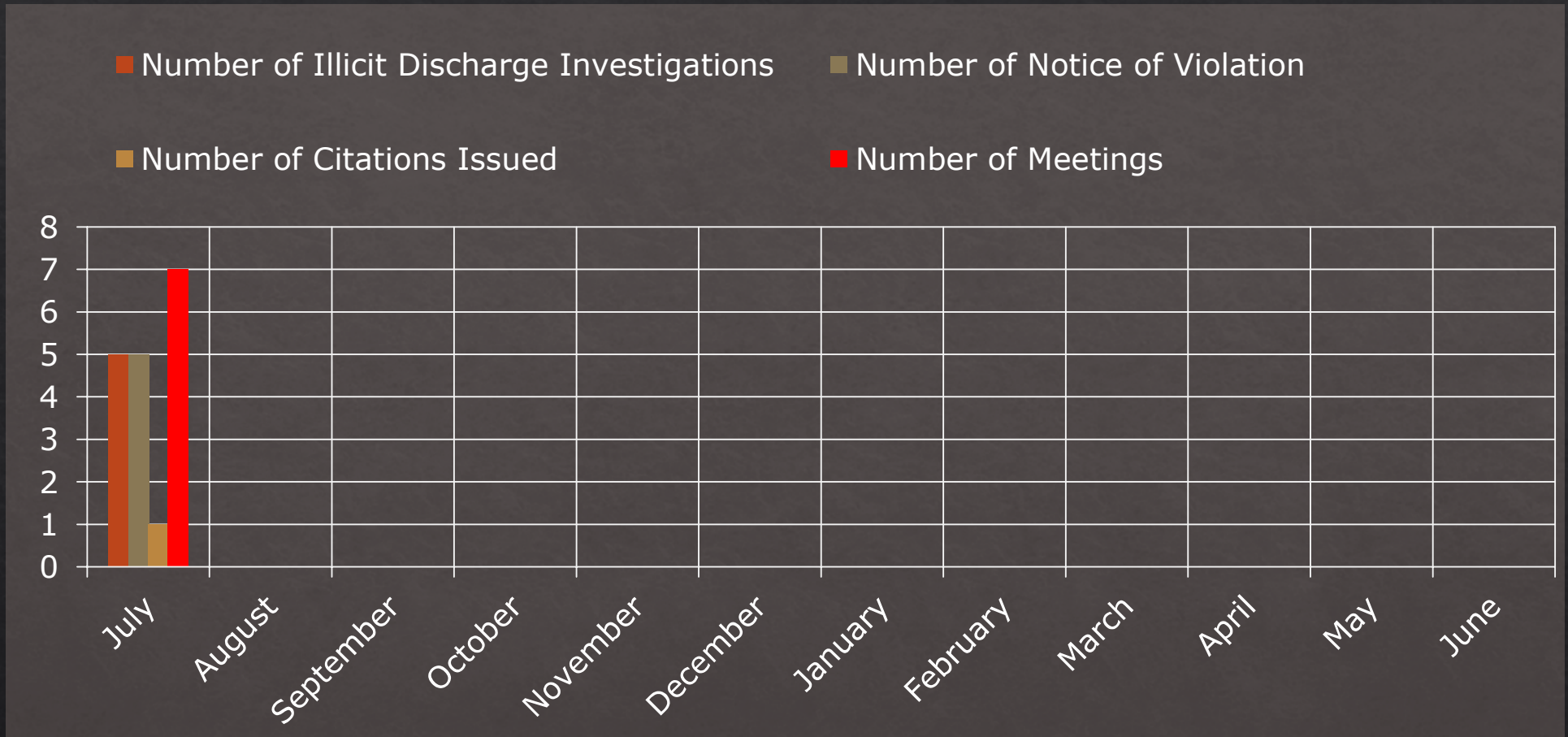
- Town Jurisdiction
- Beaufort County
- Drainage Flow Lines

Updated Date: 7/17

MS4 Minimum Control Measure #3 – IDDE: Microbial Source Tracking (MST) Map – Human Sources

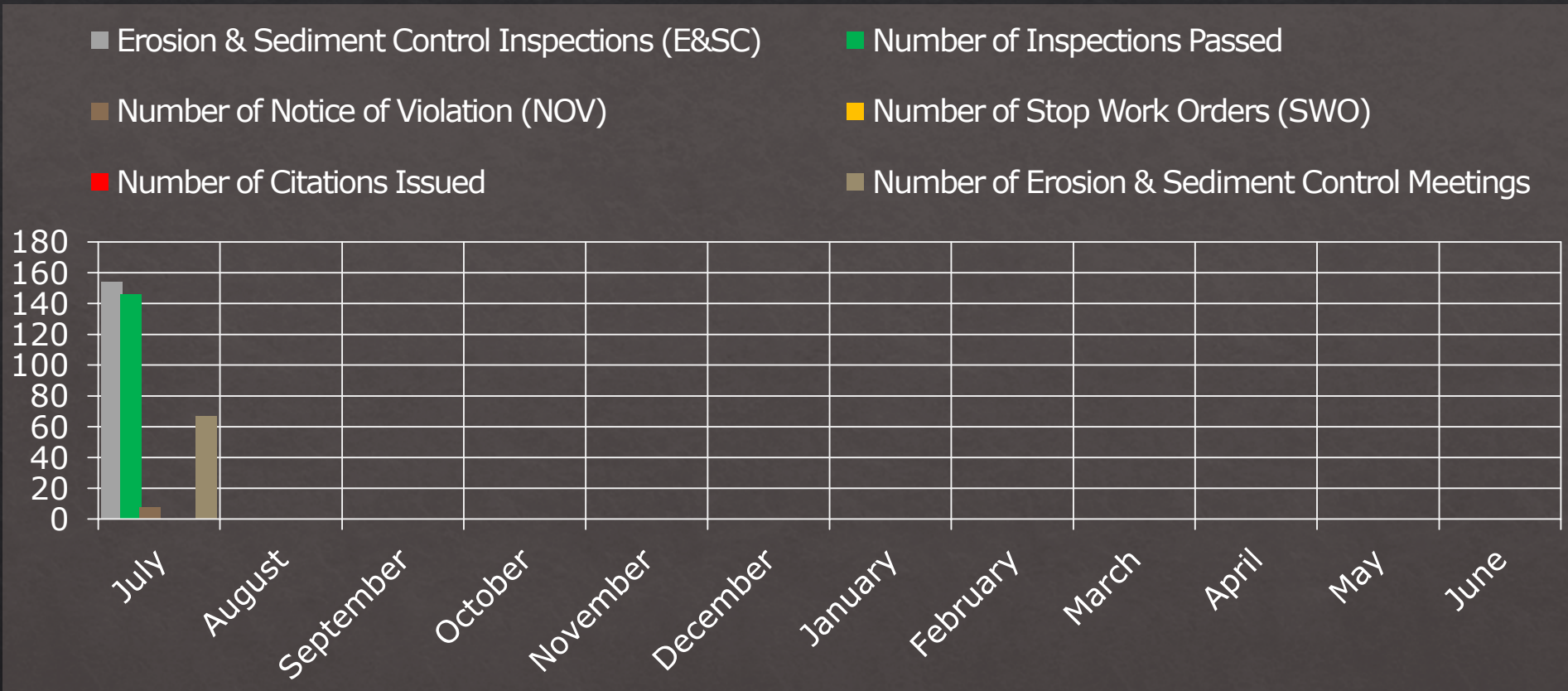


MS4 Minimum Control Measure #3 – IDDE: Illicit Discharge Investigations



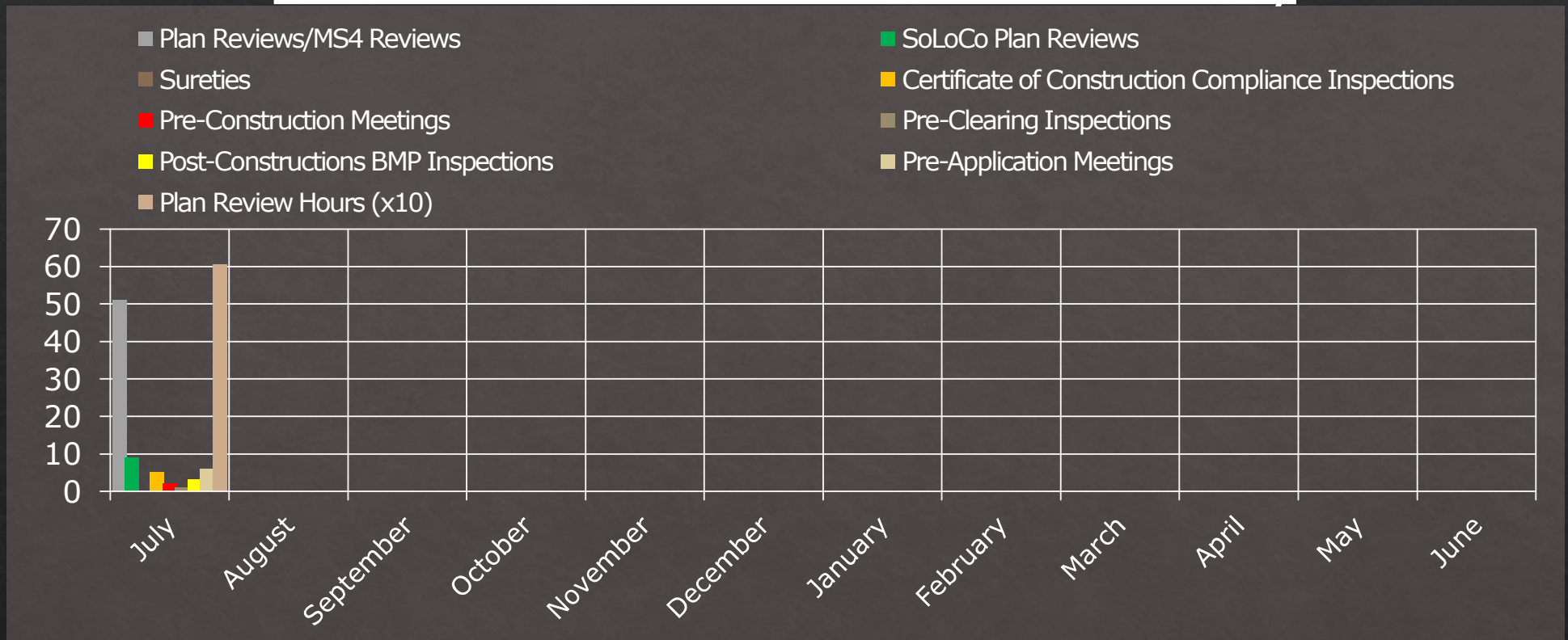
	Number of Illicit Discharge Investigations	Number of Notices of Violation Issued	Number of Citations Issued	Number of Meetings
FY 2026 YTD Totals	5	5	1	7
FY 2025 Totals	20	15	1	9
FY 2024 Totals	33	15	15	35

MS4 Minimum Control Measure #4 - Construction Site Stormwater Runoff Control



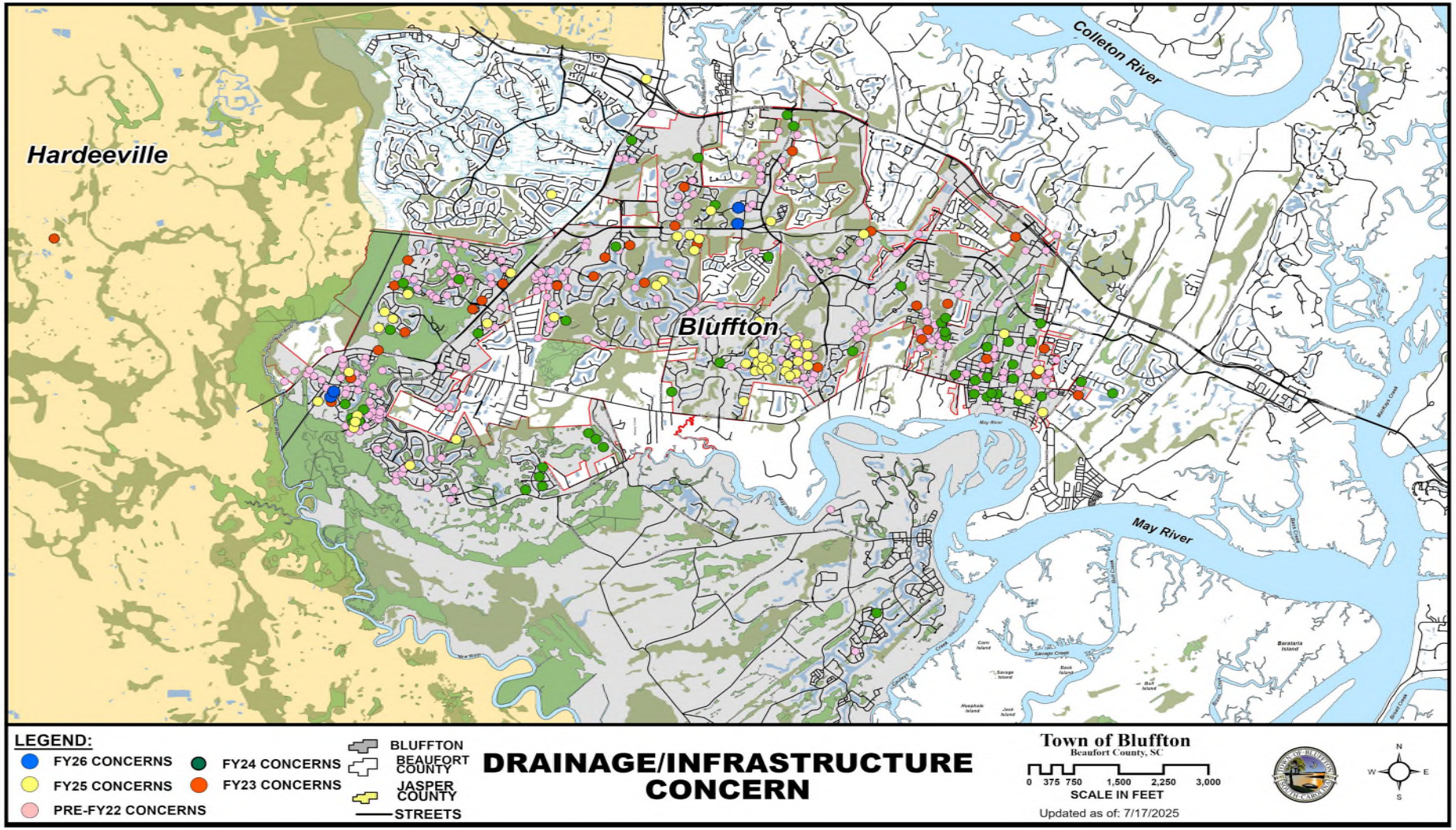
	Number of Sediment & Erosion Control Inspections	Number of Inspections Passed	Number of NOVs Issued	Number of SWO Issued	Number of Citations Issued	Number of E&SC Meetings
FY 2026 YTD Totals	154	146	8	0	0	67
FY 2025 Totals	1,445	1,331	114	8	0	681
FY 2024 Totals	1,875	1,767	103	10	0	5[illegible]

MS4 Minimum Control Measure #5
Stormwater Plan Review & Related Activity



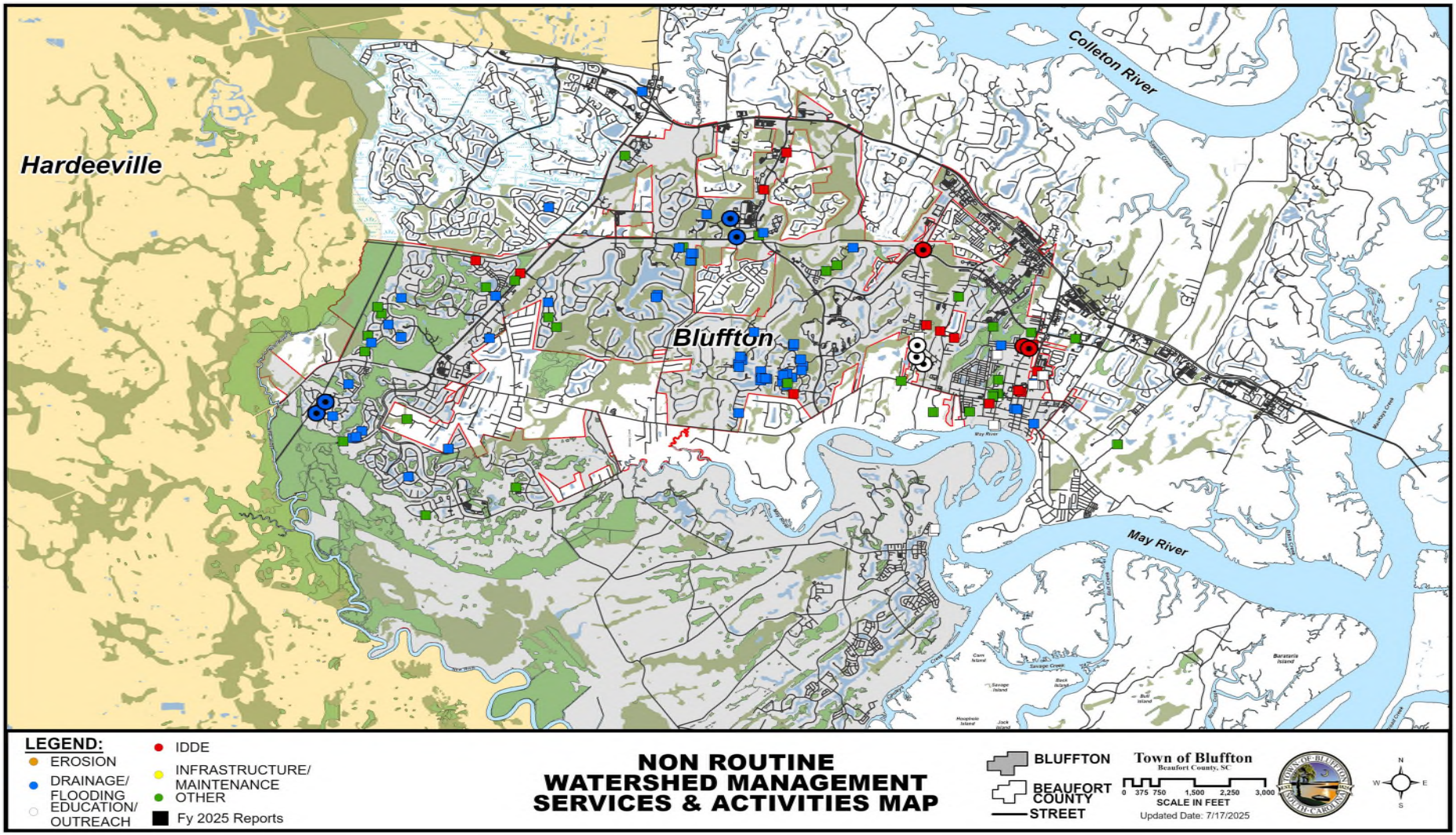
	Plan Reviews MS4 Reviews	SoLoCo Plan Reviews	Sureties	CCC Inspections	Pre-Construction Meetings	Pre-Clearing Inspections	Post Construction BMP Inspections	Pre-Application Meetings	Total Plan Review Hours
FY 2026 YTD	51	9	0	5	2	1	3	6	60.50 Hrs.
FY 2025 Totals	430	76	48	74	26	22	55	63	356 Hrs.
FY 2024 Totals	330	63	27	69	37	28	48	47	283 Hrs.

Citizen Drainage, Maintenance and Inspections Concerns Map



	Number of Drainage Concerns Investigated	Number of Meetings
FY 2026 YTD Totals	4	0
FY 2025 Totals	53	40
FY 2024 Totals	47	13

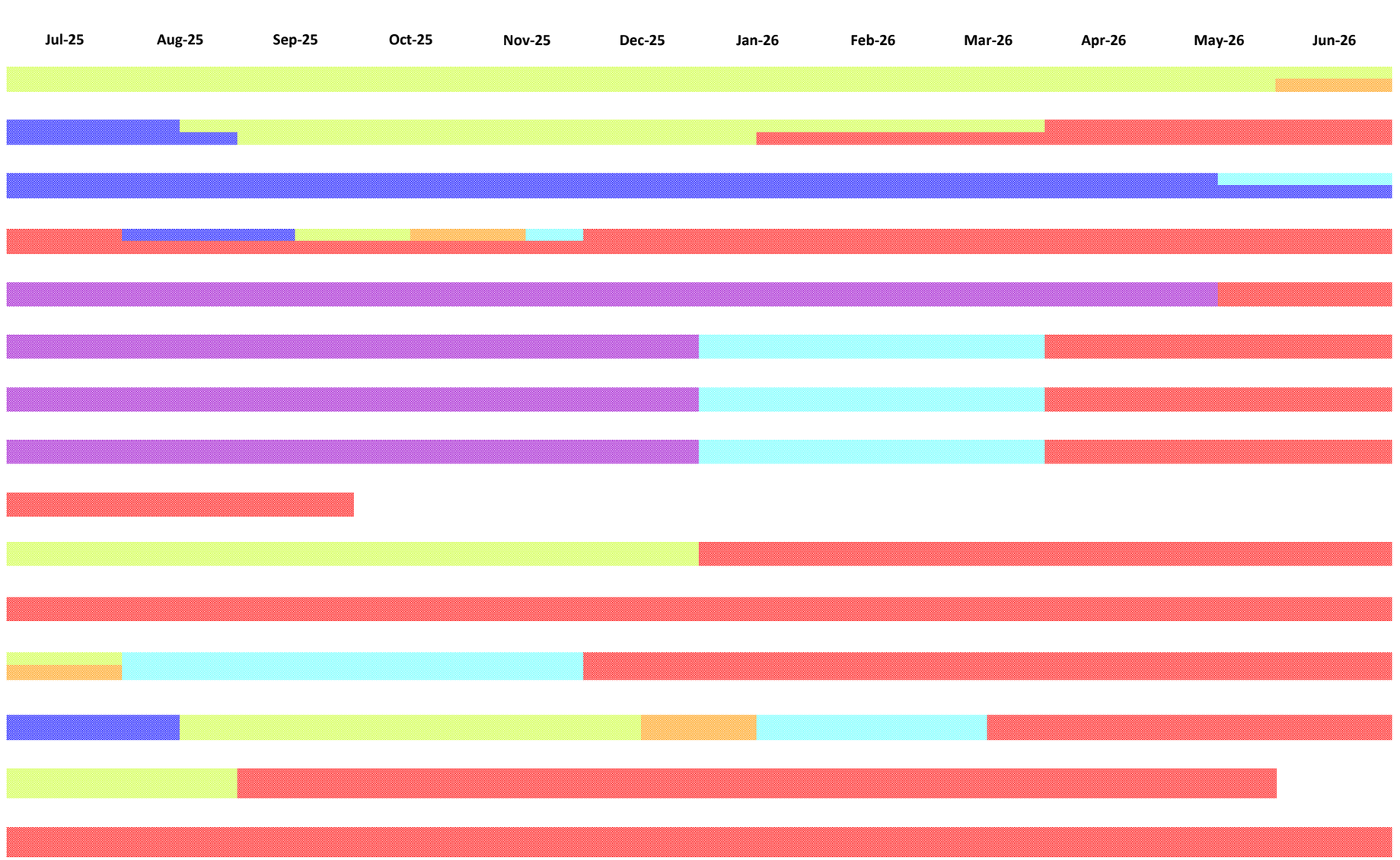
Citizen Request for Watershed Mngt. Services & Activities Map



	Number of Citizen Requests Investigated	Number of Meetings
FY 2026 YTD Totals	13	0
FY 2025 Totals	105	65
FY 2024 Totals	137	40

FY26
CIP Master Project Schedule

Project Name		Est Project Completion
Calhoun Street Streetscape	Pat	Dec-26
Pathway Pedestrian Safety	Constance	Aug-26
Oyster Factory Park - Event Area	Charles	Dec-28
Oscar Frazier Park - Splash Pad & Shade Sail	Pat	Jun-25
Wharf Street Lighting	Charles	Sep-25
HD Sewer Ph 4	Charles	Dec-25
HD Sewer Ph 5	Charles	Dec-25
HD Sewer Ph 6	Charles	Dec-25
LEC Expansion	Charles	TBD
Bridge Street Streetscape - Ph 2	Constance	Sep-26
New Riverside Barn Park - Barn	Brian	Jan-26
New Riverside Barn Park - Playground & Restroom	Brian	Jan-25
Park Improvements - Shade Sail/Wright Bulkhead	Pat	Aug-25
Buckwalter Place Park - Phases 2 & 3	Constance	May-26
New River Linear Trail - Trail	Constance	Aug-26

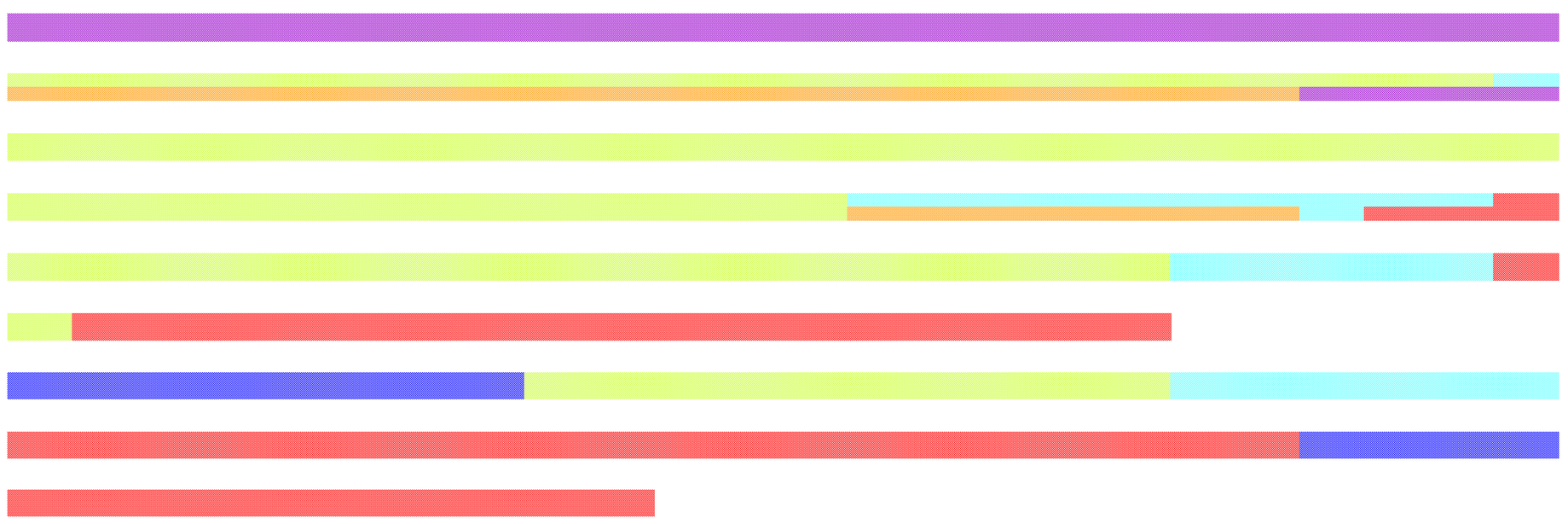


Planning & Conceptual Design Final Design & Construction Documents Construction

SUBJECT TO CHANGE

FY26
CIP Master Project Schedule

Project Name		Project Completion
Ghost Roads	Mark	TBD
Boundary Street Streetscape	Charles	Dec-26
Comprehensive Drainage - Crooked & Guerrard Coves	Dan	Feb-26
Sarah Riley Hooks Cottage	Pat	Apr-26
Stoney Crest Campground/ Old Palmetto Bluff Road	Kim	Jan-26
Pritchard Street Drainage	Dan	Mar-26
Townwide Wayfinding Signage	Mark	TBD
Affordable Housing	Mark	TBD
Buckwalter Place Commerce Park	Mark	TBD



Planning & Conceptual Design Final Design & Construction Documents Construction

SUBJECT TO CHANGE

TOWN COUNCIL

STAFF REPORT
Public Services Department

MEETING DATE:	August 12, 2025
SUBJECT:	Public Services Department Monthly Report
DIRECTOR:	Larry Beckler, Director of Public Services

PUBLIC SERVICES UPDATE

1. MS4 MCM – #6 Good Housekeeping (Ditch, Drainage and Roadside Maintenance)

- **Street Sweeping** - Performed weekly street sweeping on Calhoun Street, Highway 46, Bruin Road, May River Road, Pin Oak Street, Bridge Street, Church Street, Lawton Street, Lawrence Street, Allen Street, Water Street, Boundary Street, and curbs and medians on Simmonsville and Buck Island Roads.
- **Ditch Inspections** - Performed ditch inspections
  - Arrow ditch (2,569 LF)
  - Red Cedar ditch (966 LF)
  - Buck Island roadside ditch (15,926 LF)
  - Simmonsville roadside ditch (13,792 LF)
- **Ongoing Roadside Mowing, Litter Clean-up and Maintenance** of Hampton Parkway, Buck Island and Simmonsville Roads, Goethe Road, Shults Road, Jason and Able Streets, Whispering Pine Road, May River Road, Bluffton Road, Boundary, Calhoun, Bridge Street, Pritchard Street, Buckwalter Boulevard, Bruin Road, Green Street, James Gadson Drive, Thomas Heyward, Church St, Water St, Lawton St. and Colcock St.

2. FACILITIES

- **Ongoing Maintenance** of Town Hall, Law Enforcement Center, Public Services, Rotary Community Center, Watershed Management, Police Sub-station, Don Ryan Center, and general repairs of the Garvin House and Sarah Riley.

3. PARKS

- **Ongoing Park Facilities and Landscape Maintenance** of Dubois Park, Martin Family Park, Oscar Frasier, Field of Dreams, Buckwalter Place Park, Oyster Factory Park, Pritchard Pocket Park, May River Pocket Park, Wright Family Park, Eagles Fields, New Riverside Barn, New River Trail, Evercore Park.

4. ADDITIONAL ACTIVITIES

- Buckwalter Place amphitheater replaced broken in-use electrical receptacle covers
- Completed Golf cart parking area at OFP Splash Pad
- Pesticide treatment at all Town buildings
- Repaired Low Voltage landscape lighting cut during construction at DuBois Park
- Spraying for wasps at all Town facilities
- Installed new automatic Soap dispensers at all properties
- Installed two new glass white boards at LEC conference room
- Sidewalk repair Boundary Street
- Hung pictures & replaced ceiling tiles at Don Ryan Center
- Grading gravel parking area at Martin Family Park
- Installed new Street signs at Buckwalter Place roads
- Reinstalled water and electrical lines under dock walkway at Calhoun St Dock
- Installed new paper towel dispensers at all town properties
- Installed new restroom accessories at LEC
- Power run to new HVAC unit in evidence in LEC
- Repair to low voltage wiring at Wright Family
- Installed street signs at Buckwalter Place
- Flush valve replacement at Oyster Factory Park
- Repaired gates at Buckwalter Place playground
- Repairs to slide at Buckwalter place playground
- Irrigation repairs at Bluffton Rd Traffic Circle
- Irrigation repairs at island between LEC & New Town Building
- Repaired automatic gates at Public Services
- HVAC repairs Town Hall
- HVAC repairs Public Services
- Interior door renovation at DRC in progress
- Installed upgraded flush valves in Martin Family restrooms
- Ceiling repairs at Public Services from leak
- Installed additional Pallet storage shelves in Public Services warehouse
- Power washed Field of Dreams Pavillion
- Repairs made to splash pad rubber surface
- Ran electric to new Mini Split HVAC unit at LEC
- Door repair Town Hall front entrance
- Power washed sidewalks & Windows at LEC
- Power washed pavilion at Oyster Factory Pavillion
- Repaired picnic tables at Oyster Factory Park

- Interior door renovation & painting at DRC completed
- Graded parking lot Town Hall
- Replaced toilet seats at Oyster Factory Park Restroom
- Removed and sprayed for wasp nests at Oyster Factory Park
- Installed new glass white board in Executive Conference room at Town Hall`
- Removed downed tree on Goethe Rd.
- Filled potholes on Boundary Street
- Checking and clearing storm drains
- Removed potential tree hazard at Hampton Parkway
- Removed dead tree rear of Town Hall
- Power washed restrooms Oyster Factory Pavillion
- Started bench wood replacement for bench to be installed at Town Hall
- Installed new glass white boards at DRC in conference room and 6 offices
- Hung two large screen TV's in DRC conference room
- Moved furniture from Town Hall to DRC and then to shop for storage
- Cleaned mini split filters and replaced at Garvin Garvey House
- Installed two new locks on Rotary Refrigerator at RCC
- Repaired lights at Calhoun Dock & bulkhead
- Power washed and bleached down all Waste Mgmt. green trash cans at Oyster Factory Park
- Graded Oyster Factory Park parking lots
- Graded Green Street
- Tour of New Riverside Linear Trail with Council & Senior Staff
- Presentation to Public Arts Committee on "Paint Out Pollution"

5. PREPPING FOR SPECIAL AND CIVIC EVENTS

- Set-up & support for following events:
    - Farmers Market- Martin Family Park
    - Prepped for Mayor's Cup 5K (Oyster Factory Park)
    - Prepped for Independence Day Celebrations
    - Prepped and supported Brunch & Ballet in the Park event at BPP Amphitheater
    - Supported & cleaned up @ Independence Day Celebrations
    - Prepped for May River Shrimp Festival – Sunset Party

6. EQUIPMENT MAINTENANCE AND REPAIR

- Repairs to Dump trailer
- Installed water circulation pump & brushes on the sweeper

- Repairs to suspension on small Kubota UTV
- Replaced batteries in small dump truck
- Installed new blades and guard on Rockhound
- Repairs to Exmark mower
- Diagnosed ignition starting issue with Ford Ranger, ordered parts
- Serviced Exmark Batwing Mower
- Received new Van

7. TRAINING

- Staff completed weekly training topics
- Staff completed training on Town of Bluffton Resource Guide
- Staff completed IT training
- Tynon, Evans & Amerson completed LEC security access training and finger printing
- Abdiel Maldonado received his official SC Certified Pesticide Applicator License

8. BEAUTIFICATION COMMITTEE

- **Agenda & Minutes Attached**

9. ATTACHMENTS

- **Public Services Monthly Cost Report** – (Below)

Public Services Monthly Cost Reports – August 2025 *(Cost Includes Labor and Equipment)*

ASSETS AND EVENTS	COST
FACILITIES	$15,750.46
PARKS	$17,582.28
ROADS AND TRAILS	$12,054.98
SPECIAL EVENTS	$1624.24

Beautification Committee Meeting

Thursday, July 17, 2025 at 9:00 AM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers, 20 Bridge Street, Bluffton, SC

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF MINUTES

IV. PUBLIC COMMENT

V. OLD BUSINESS

1. Butterfly Garden at New Riverside Barn Update
2. Buckwalter Place Park Update
3. Project Shade Update
4. Town of Bluffton Parks & Public Art Fund
5. New River Linear Trail and Park Update
6. Information Updates

VI. NEW BUSINESS

VII. DISCUSSION

1. "Town sizing"
2. Maintenance of Garden in Oyster Factory Park (by far-right fence)
3. Art Beautification Designs
4. Enhancement of Water Drains in Old Town
5. Bike Path from Highway 170 Traffic Circle to Buckwalter Intersection
6. Review of Best Management Practices
    a. Bioretention – Town Hall
    b. Rain Gardens – Dubois Park, Herbkersman Plaza, and Oyster Factory Park
7. Allocation of Approved FY2026 $40,000 Budget
    a. Special Project $15,000
    b. Tree Planting $10,000
    c. Arbor Day Event $ 5,000
    d. Replanting & Landscape $10,000

VIII. ADJOURNMENT

NEXT MEETING DATE: Thursday, August 21, 2025

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Public comment is limited to 3 minutes per speaker.

Beautification Committee Meeting

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers, 20 Bridge Street, Bluffton, SC

July 17, 2025

I. CALL TO ORDER

II. ROLL CALL

PRESENT
Dan Ciuffreda
Vice Chair Dot Jeger
Jessica Palladino
Hugh Williamson

ABSENT
Chairman Johnny Bowen

III. ADOPTION OF MINUTES

Ciuffreda made a motion to adopt the April 17, 2025 minutes as presented.

Seconded by Palladino.
Voting Yea: Ciuffreda, Vice Chair Jeger, Palladino, Williamson

All were in favor and the motion passed.

IV. PUBLIC COMMENT

V. OLD BUSINESS

1. Update on Butterfly Garden at New Riverside Barn. All plantings are in and benches have been ordered, waiting on delivery.

2. Buckwalter Place Park Update. Phase 1 renovation is complete and shade structure has been installed at the entrance.

3. Update on Project Shade. The Committee discussed implementation of social media outreach to encourage tree donation.

4. Staff reviewed the parks and public art fund.

5. Staff reviewed updates for New River Linear Trail and Park.

6. Committee and staff discussed email communications.

VI. NEW BUSINESS

Vice Chair Jeger discussed possible partnership with the Rotary Club to plant new groves of trees.

VII. DISCUSSION

Watershed staff reviewed paint options for storm drain project. The committee will work on proposal to be reviewed by staff. Staff will discuss with the Public Art Committee.

Watershed staff discussed best management practices and asked for suggestions to help with bio retention.

DRAFT

Staff will visually inspect Oyster Factory Park Garden.

VIII. ADJOURNMENT

Director's Report – Don Ryan Center for Innovation (DRCI)

July 2025

Overview:

July marked an important transition at the Don Ryan Center for Innovation as Paul Arvantides officially stepped into the role of CEO on July 1. David Nelems will now serve as Director of Special Projects, continuing to support long-term initiatives. Renovations and improvements to the DRCI facility also began, aligning with organizational planning and space development. The team advanced AI integration work, expanded mentor and board engagement, and made progress in both strategic partnerships and programmatic support for Bluffton's entrepreneurial ecosystem.

Entrepreneur Program Update

STARTUP Companies

Our STARTUP pipeline continues to grow, with new diligence meetings and program milestones achieved.

- **OPFOB**
- **Part of the Family**
- **AMA Private Dining**
- **Lisa Sulka Consulting**
- **Vital Bridge Wellness**
- **Bright Beginnings Academy**

GROWTH Companies:

Supporting established businesses in their expansion efforts remains a priority for DRCI.

- **Bluffton Electric**
- **Delta Roofing**
- **Nexus Business Technology**
- **Launch Consulting - Graduated**

THRIVE Companies

Ongoing long-term work with established Growth companies

- **Universal Bookkeeper**
- **Beachside Tire**
- **Noble Hearts Human Resources**
- **HardeeGreens**

TRADE-UP Companies

- Held a facilitated meeting with **Revival Renovations** and Vieira Cabinetry alongside mentor Caprice Thorsen to explore a potential merger

Mentor Program

Mentorship Network:

- Held meetings with mentors for Diversity Nursing Academy
- Continued evaluation of new mentor candidates

Economic Development Update

- Continued planning of exploratory questionnaires to guide development of digital AI agents for future business needs
- Worked with BCEDC on marketing available COVE lease space
- Advanced tenant discussions for 1st floor COVE space (referral from HBA)
- Reviewed available office space with Fred Hamilton
- Discussed office space expansion needs with Greater Bluffton Chamber and SCA

Operations, Events and Meetings:

- Hosted GBCC Lunch & Learn at The HUB
- Spoke at GBCC Coffee and Connections and “Know Your Benefits” events
- Met with Hilton Head Preparatory School leadership to discuss AI in education and potential partnership with their Institute for Business and Innovation
- Met with Steve Riley and David Nelems for strategic planning
- Met with marketing partners from BCEDC and Town of Bluffton to align on promotion of The COVE
- Gave AI speech and live demo on behalf of SBAC in Savannah to an audience of over 80 people
- Continued work on ClearGov metrics for TOB strategic plan
- Press release for CEO transition announcement
- Participated in GBCC’s Coffee & Connections at CAV Integrated Home
- Met with Town of Bluffton interns to introduce DRCI operations

Partnerships

Key Collaborations:

- **Hardeeville:** Diversity Nursing starting the Hardeeville STARTUP program on July 29th. Scheduled regular quarterly updates with Hardeeville City Manager Josh Gruber
- **BlacQuity:** Next Cohort starts August 20
- **Beaufort County Economic Development Corporation:** Ongoing collaboration on multiple impactful projects including collaboration. Attended board meeting.
- **Greater Bluffton Chamber:** Participated in numerous ribbon cuttings, showcasing the growth and expansion of local businesses and attended. Continuing to host lunch and learns for the GBCC and represented DRCI at their monthly Member Benefits Meeting
- **Hilton Head – Bluffton Chamber:** Attended several ribbon cuttings.
- **SBAC:** Paul Arvantides is a member of this board
- **Hispanic Business Association of the Lowcountry:** Ongoing membership, Met with Alex to discuss space at the COVE and potential tenants for the first floor
- **Beaufort County Airport Board:** David Nelems is a member of this Board
- **Beaufort Digital Corridor:** David Nelems is a member of this Board

GROWTH MANAGEMENT UPDATE

August 12, 2025

1. **Town Council Appointed Boards/Commissions/Committees/Citizen Group Meetings:**

   a. **Planning Commission:** July 23, 2025, meeting agenda attached. Next meeting scheduled for Wednesday, August 27, 2025.

   b. **Historic Preservation Commission:** July 2, 2025, meeting agenda attached. Next meeting scheduled for Wednesday, August 6, 2025.

   c. **Board of Zoning Appeals:** July 1, 2025, cancellation notice attached. Next meeting scheduled for Tuesday, August 5, 2025.

   d. **Development Review Committee:** July 9, 16, & 23, 2025, meeting agendas attached. July 2 & 30, 2025, cancellation notices attached. Next meeting scheduled for Wednesday, August 6, 2025.

   e. **Historic Preservation Review Committee:** July 7, 14, 21 & 28, 2025 cancellation notices attached. Next meeting scheduled for Monday, August 4, 2025.

   f. **Construction Board of Adjustment and Appeals:** July 22, 2025, cancellation notice attached. Next meeting scheduled for Tuesday, August 26, 2025.

   g. **Affordable Housing Committee:** July 10 & 30, 2025, meeting agenda attached. Next meeting scheduled for Thursday, August 7, 2025.

2. **Community Development / Affordable Housing Committee Work Program:**

   The budget for the Neighborhood Assistance Program for FY 2026 has been approved at $450,000 by Town Council.

   As of Thursday July 23, 2025, nine homes have received home repairs at a total of $73,765. These repairs consisted of roofing, flooring, decks and plumbing.

ATTACHMENTS:

1. Planning Commission meeting agenda for July 23, 2025.
2. Historic Preservation Commission meeting agenda notice for July 2, 2025.
3. Board of Zoning Appeals cancellation notice for July 1, 2025.
4. Development Review Committee meeting agendas for July 9, 16 & 23, 2025. July 2 & 30, 2025, cancellation notices.
5. Historic Preservation Review Committee cancellation notices for July 7, 14, 21 & 28, 2025.
6. Construction Board of Adjustments and Appeals cancellation notice for July 22, 2025.
7. Affordable Housing Committee meeting agenda for July 10 & 30, 2025.
8. Building Permits and Planning Applications:

    a. Building Permits Issued FY 2019-2026 (to July 23, 2025).
    b. Building Permits Issued Per Month FY 2019-2026 (to July 23, 2025).
    c. Value of Construction FY 2019-2026 (to July 23, 2025).
    d. New Single Family Residential Building Permits Issued Per Month FY 2019-2026 (to July 23, 2025).
    e. New Single Family Residential Building Permits Issued by Neighborhood FY 2019-2026 (to July 23, 2025).
    f. New Single-Family Certificates of Occupancy Issued by Neighborhood FY 2019-2026 (to July 23, 2025).
    g. New Commercial Construction/Additions Heated Square Footage FY 2019-2026 (to July 23, 2025).
    h. Planning and Community Development Applications Approved FY 2019-2026 (to July 23, 2025).
    i. Multi Family Apartments Value FY 2019-2026 (to July 23, 2025).
    j. Multi Family Apartments Square Footage FY 2019-2026 (to July 23, 2025).
    k. Multi Family Apartments Total Units FY 2019-2026 (to July 23, 2025).

9. Planning Active Application Report

Planning Commission Meeting

Wednesday, July 23, 2025 at 6:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers, 20 Bridge Street, Bluffton, SC

AGENDA

This meeting can be viewed live on BCTV, on Sparklight Channel 9 and 113 or on Spectrum Channel 1304.

I. CALL TO ORDER

II. ROLL CALL

III. NOTICE REGARDING ADJOURNMENT

The Planning Commission will not hear new items after 9:30 p.m. unless authorized by a majority vote of the Commission Members present. Items which have not been heard before 9:30 p.m. may be continued to the next regular meeting or a special meeting date as determined by the Commission Members.

IV. ADOPTION OF MINUTES

1. June 25, 2025 Minutes

V. PUBLIC COMMENT

VI. OLD BUSINESS

VII. NEW BUSINESS

1. **Fifth Third Bank (Certificate of Appropriateness - Highway Corridor Overlay):** A request by Angelina Makowski (BDG Architects, LLP) on behalf of owner, Paul Scott (First Chatham) for review of a Certificate of Appropriateness - Highway Corridor Overlay application. The project consists of a 2,609 SF bank facility and two drive-up automated teller machines. The property is zoned Jones Estate Planned Unit Development (PUD) and consists of 1.33 acres identified by tax map number R610 036 000 3213 0000 within the May River Crossing Master Plan and the Town of Bluffton Highway Corridor Overlay District. (COFA-05-25-019759) (Staff - Charlotte Moore)
2. Public Hearing and Recommendation to Town Council for a request by Livewell Terrace L.P. (Woda Cooper Group), with authorization from the Property Owner Beaufort Memorial Hospital, for the 100% affordable/workforce housing project to be known as Livewell Terrace located at 335 Buckwalter Parkway and identified as Beaufort County Tax Map No. R610 030 000 0712 0000 for the following:

1. Acquisition of residential development rights in the amount of sixty (60) Residential Dwelling Units ("RDUs") owned by the Town of Bluffton and held in the Town's Development Rights Bank pursuant to the Transfer of Development Rights Ordinance;

2. Amendment to the Buckwalter Planned Unit Development ("PUD") Development Agreement to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus; and

3. Amendment to the Buckwalter Planned Unit Development ("PUD") Concept Plan to increase the number of residential development rights by 60 RDUs associated with the 100% density bonus.– Kevin Icard, Director of Growth Management

VIII. DISCUSSION

IX. ADJOURNMENT

NEXT MEETING DATE: Wednesday, August 27, 2025

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Public comment is limited to 3 minutes per speaker.

Historic Preservation Commission Meeting

Wednesday, July 02, 2025 at 6:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers, 20 Bridge Street, Bluffton, SC

AGENDA

This meeting can be viewed live on BCTV, on Sparklight Channel 9 and 113 or on Spectrum Channel 1304.

I. CALL TO ORDER

II. ROLL CALL

III. NOTICE REGARDING ADJOURNMENT

The Historic Preservation Commission will not hear new items after 9:30 p.m. unless authorized by a majority vote of the Commission Members present. Items which have not been heard before 9:30 p.m. may be continued to the next regular meeting or a special meeting date as determined by the Commission Members.

IV. ADOPTION OF MINUTES

1. June 11, 2025 Minutes

V. PUBLIC COMMENT

VI. OLD BUSINESS

1. **15 Meriwether Court:** A request by BFL Builders, Owner and Applicant, for approval of a Certificate of Appropriateness-Historic District, to allow construction of a 2-story single-family residence of approximately 1,637SF and an attached 2-story Carriage House of approximately 840SF located at 15 Meriwether Court (Lot 1) in the Landon Oaks Development. The property is in Old Town Historic District and is zoned Neighborhood General-Historic District. (COFA-01-25-019522)(Staff - Charlotte Moore)

VII. NEW BUSINESS

1. **5 Lawton Street:** A request by Ansley Manuel (Manuel Studio), on behalf of James W. Jeffcoat Revocable Trust, Owner, for the review of a Certificate of Appropriateness-HD (Demolition) to allow the demolition of a non-contributing storage shed located at 5 Lawton Street in Old Town Bluffton Historic District within the Neighborhood Center - Historic District (ND- HD) zoning district. (COFA-03-25-019646) (Staff - Charlotte Moore)

2. **34 Thomas Heyward Street:** A request by Jason Alexander, Applicant and Property Owner, for review of a Certificate of Appropriateness-Historic District (Demolition), to allow the demolition of an existing house located at 34 Thomas Heyward Street (Parcel R610 039 00A 0023 0000) in the Old Town Bluffton Historic District. The house, known as the Nellie and Leroy Brown Cottage, is a Contributing Resource to the Old Town Bluffton Historic District and is zoned Neighborhood Conservation-Historic District (NCV-HD). (COFA-04-25-019719) (Staff-Glen Umberger)
3. **89 Bridge Street:** A request by Amanda Denmark (Pearce Scott Architects), on behalf of owners, Jamie and Allyn Oliver, for approval of a Certificate of Appropriateness-Historic District to allow the conversion of an existing single-family residence into a bookstore with an associated icery located at 89 Bridge Street Old Town Bluffton Historic District and zoned Neighborhood Conservation-Historic District (NCV-HD). (COFA-03-25-019642) (Staff-Sam Barrow)

VIII. DISCUSSION

1. Historic District Monthly Update. (Staff)

IX. ADJOURNMENT

NEXT MEETING DATE: Wednesday, August 6, 2025

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PUBLIC NOTICE

The Board of Zoning Appeals (BZA)
Meeting scheduled for

Tuesday, July 1, 2025 at 6:00 p.m.

Has been CANCELED
due to a lack of agenda items.

The next meeting is scheduled for Tuesday, August 5, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500

PUBLIC NOTICE

THE DEVELOPMENT REVIEW COMMITTEE (DRC)
Meeting scheduled for

Wednesday, July 2, 2025 at 1:00 P.M.

has been CANCELED
due to a lack of agenda items.

The next meeting is scheduled for
Wednesday, July 9, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500

Development Review Committee Meeting

Wednesday, July 09, 2025 at 1:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers, 20 Bridge Street, Bluffton, SC

AGENDA

All Applications can be viewed on the Town of Bluffton's Permit Finder page
https://www.townofbluffton.us/permit/

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **Livewell Terrace (Development Plan):** A request by Livewell Terrace LP on behalf of property owner, Beaufort County, for approval of a Preliminary Development Plan. The project consists of the construction of a 120-unit apartment complex with a leasing office and future medical building and associated infrastructure. The property is zoned Buckwalter Planned Unit Development (PUD) and consists of approximately 10.09 acres identified by tax map number R610 030 000 0712 0000 within the Buckwalter Commons Phase 1 Master Plan. (DP-02-25-019581) (Staff - Dan Frazier)
2. **The Goddard School (Development Plan):** A request by Kathleen Duncan of J.K. Tiller Associates, Inc. on behalf of the property owner, David Johnson of Speyside Partners LLC, for approval of a Preliminary Development Plan. The project consists of the construction of a two-story day care building with associated infrastructure. The property is zoned Buckwalter Planned Unit Development (PUD) and consists of approximately 1.6 acres identified by tax map number R614 022 000 1128 0000 within the Washington Square Master Plan. (DP-06-25-019796) (Staff - Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, July 16, 2025

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Development Review Committee Meeting

Wednesday, July 16, 2025 at 1:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers, 20 Bridge Street, Bluffton, SC

AGENDA

All Applications can be viewed on the Town of Bluffton's Permit Finder page
https://www.townofbluffton.us/permit/

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **New Riverside Barn Park Maintenance Building & Walking Trail (Public Project):** A request by Alliance Consulting Engineers, Inc. on behalf of the Town of Bluffton for approval of a Public Project. The project consists of the construction of a 2,800 SF maintenance building for the Town and Phase 2 Walking Trail extension with associated infrastructure to support the community use of the New Riverside Barn Park. The property is identified by tax map number R610 036 000 1319 0000 and consists of 36.9 acres and is located along Red Barn Drive in the New Riverside Planned Unit Development (PUD). (DP-06-25-019807) (Staff - Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, July 23, 2025

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Public comment is limited to 3 minutes per speaker.

Development Review Committee Meeting

Wednesday, July 23, 2025 at 1:00 PM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers, 20 Bridge Street, Bluffton, SC

AGENDA

All Applications can be viewed on the Town of Bluffton's Permit Finder page
https://www.townofbluffton.us/permit/

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **Seagrass Station C-Store (Development Plan):** A request by Girishkumar Patel for approval of a Preliminary Development Plan application. The project consists of the construction of a 6,000 SF convenience store, fueling station with associated infrastructure. The property is within the Village at Verdier Planned Unit Development (PUD) consists of 5.46 acres identified by tax map numbers R610 021 000 0652 0000 and R610 021 000 0824 0000 at the intersection of HWY 170 and Seagrass Station Road. (DP-03-25-019799) (Staff - Dan Frazier)
2. **1271 May River Road (Development Plan):** A request by Kathleen Duncan of J.K. Tiller Associates, Inc. on behalf of property owner Sharan Pyari Patel for approval of a Preliminary Development Plan application. The project consists of the construction of a 5,259 SF mixed use building and one (1) 1,200 SF carriage house with associated infrastructure. The property is zoned Neighborhood General - Historic District (NG-HD) consists of 0.34 acres identified by tax map numbers R610 039 000 0557 0000 within the Old Town Bluffton Historic District. (DP-06-25-019806) (Staff - Dan Frazier)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, July 30, 2025

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Public comment is limited to 3 minutes per speaker.

PUBLIC NOTICE

THE DEVELOPMENT REVIEW COMMITTEE (DRC)
Meeting scheduled for

Wednesday, July 30, 2025 at 1:00 P.M.

has been CANCELED
due to a lack of agenda items.

The next meeting is scheduled for
Wednesday, August 6, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)
Meeting scheduled for

Monday, July 7, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Monday, July 14, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)

Meeting scheduled for

Monday, July 14, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Monday, July 21, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)

Meeting scheduled for

Monday, July 21, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Monday, July 28, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)
Meeting scheduled for

Monday, July 28, 2025 at 4:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Monday, August 4, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500

PUBLIC NOTICE

The Construction Board of Adjustments and Appeals (CBAA)
Meeting scheduled for

Tuesday, July 22, 2025, at 6:00 P.M.

has been CANCELED
due to lack of agenda items.

The next meeting is scheduled for
Tuesday, August 26, 2025.

If you have questions, please contact
Growth Management at: 843-706-4500

Affordable Housing Committee Meeting

Thursday, July 10, 2025 at 10:00 AM

Theodore D. Washington Municipal Building, Henry "Emmett" McCracken Jr. Council Chambers, 20 Bridge Street, Bluffton, SC

AGENDA

This meeting can be viewed live on BCTV, on Sparklight Channel 9 and 113 or on Spectrum Channel 1304.

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF MINUTES

1. June 5, 2025

IV. PUBLIC COMMENT

V. OLD BUSINESS

VI. NEW BUSINESS

1. FY25 Neighborhood Assistance Program Budget Closeout

VII. DISCUSSION

1. Goals for FY2026

VIII. ADJOURNMENT

NEXT MEETING DATE: Thursday, August 7, 2025

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Public comment is limited to 3 minutes per speaker.

Affordable Housing Committee Workshop

Wednesday, July 30, 2025, at 1:00 PM

Orlando Conference Room, 20 Bridge Street, Bluffton, SC

AGENDA

I. CALL TO ORDER

II. PUBLIC COMMENTS - Pertaining only to agenda items

III. WORKSHOP AGENDA ITEMS

1. SC Housing Programs, Marni Holloway, SC Housing, Deputy Director of Programs
2. Goals for Fiscal Year 2026

IV. ADJOURNMENT

NEXT MEETING DATE: Thursday, August 7, 2025

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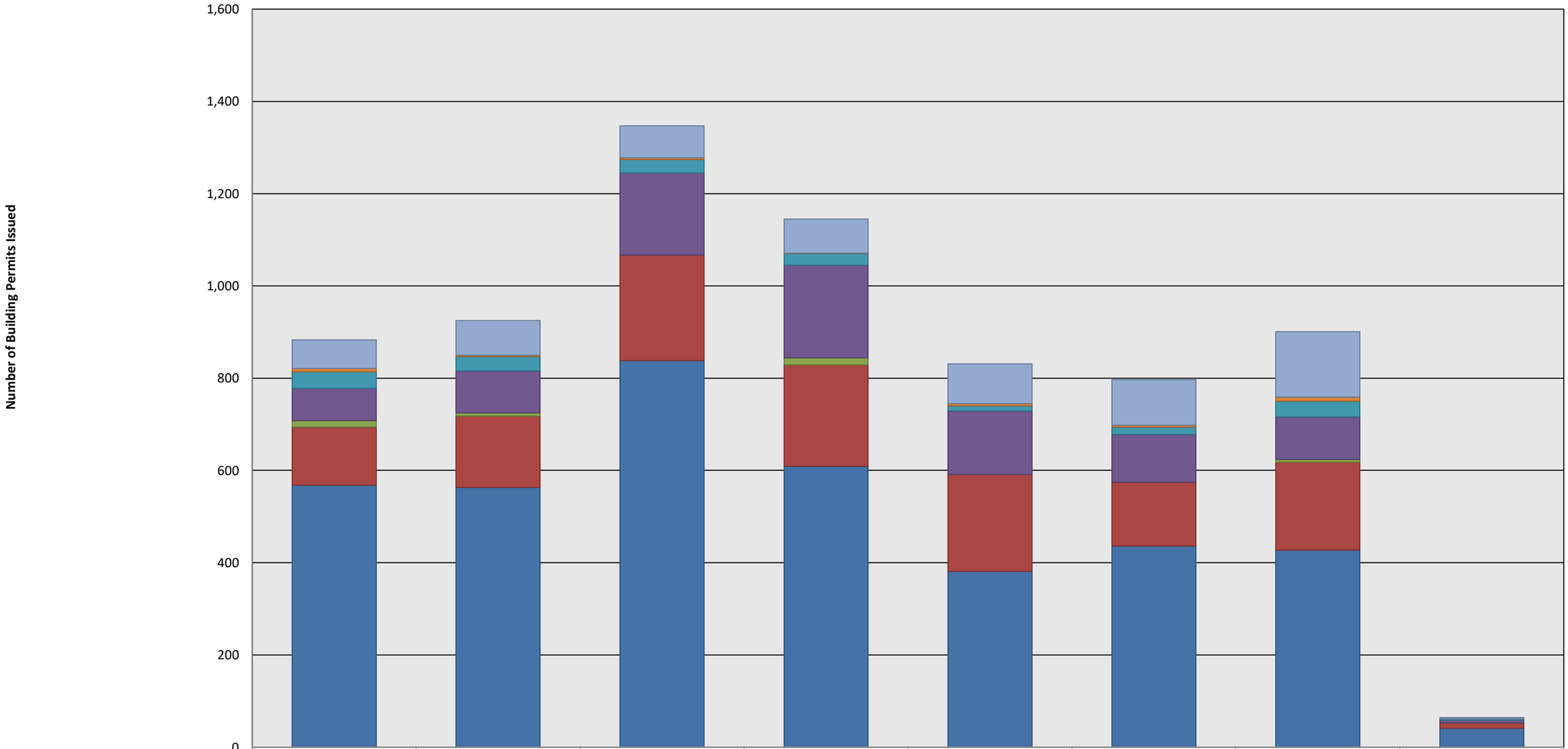
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**Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. To submit a public comment online, please click here: https://www.townofbluffton.sc.gov/FormCenter/Town-15/Public-Comment-60*
Public comment is limited to 3 minutes per speaker.

Town of Bluffton
Building Permits Issued
FY 2019 - 2026

Attachment 8a

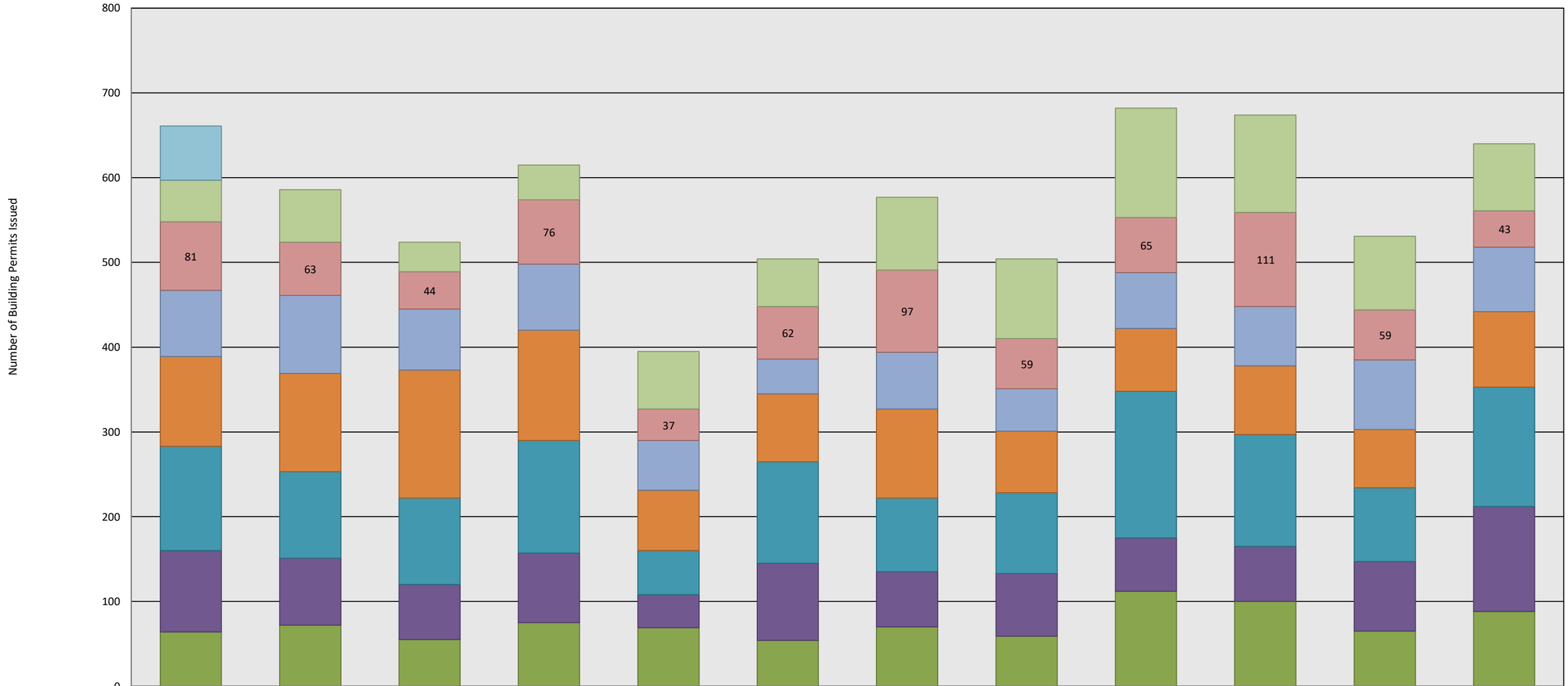


Year	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024- June 2025)	FY 2026 (July 2025 - June 2026)
Other Commercial	62	75	69	74	86	99	142	3
Commercial Addition	7	3	4	1	5	4	9	0
New Commercial Construction/ Tenant Upfit	36	31	29	25	11	16	34	3
Other Residential	70	91	178	201	138	104	92	6
New Multi Family - Apartments	14	7	0	15	0	0	6	0
Residential Addition	126	155	229	220	210	138	191	11
New Single Family	568	563	838	609	381	436	427	41

Notes: 1. Building Permits Issued excludes those Building Permits which were voided or withdrawn.
2. Residential addition includes: additions, screen enclosures, carport, re-roof, modular.
3. Other residential includes: new accessory structure, new accessory residence.
4. Commerical addition includes: additions, screen enclosure, shell.
5. Other commerical includes: remodel and accessory structure.

Town of Bluffton
Building Permits Issued Per Month
FY 2019 - 2026

Attachment 8b

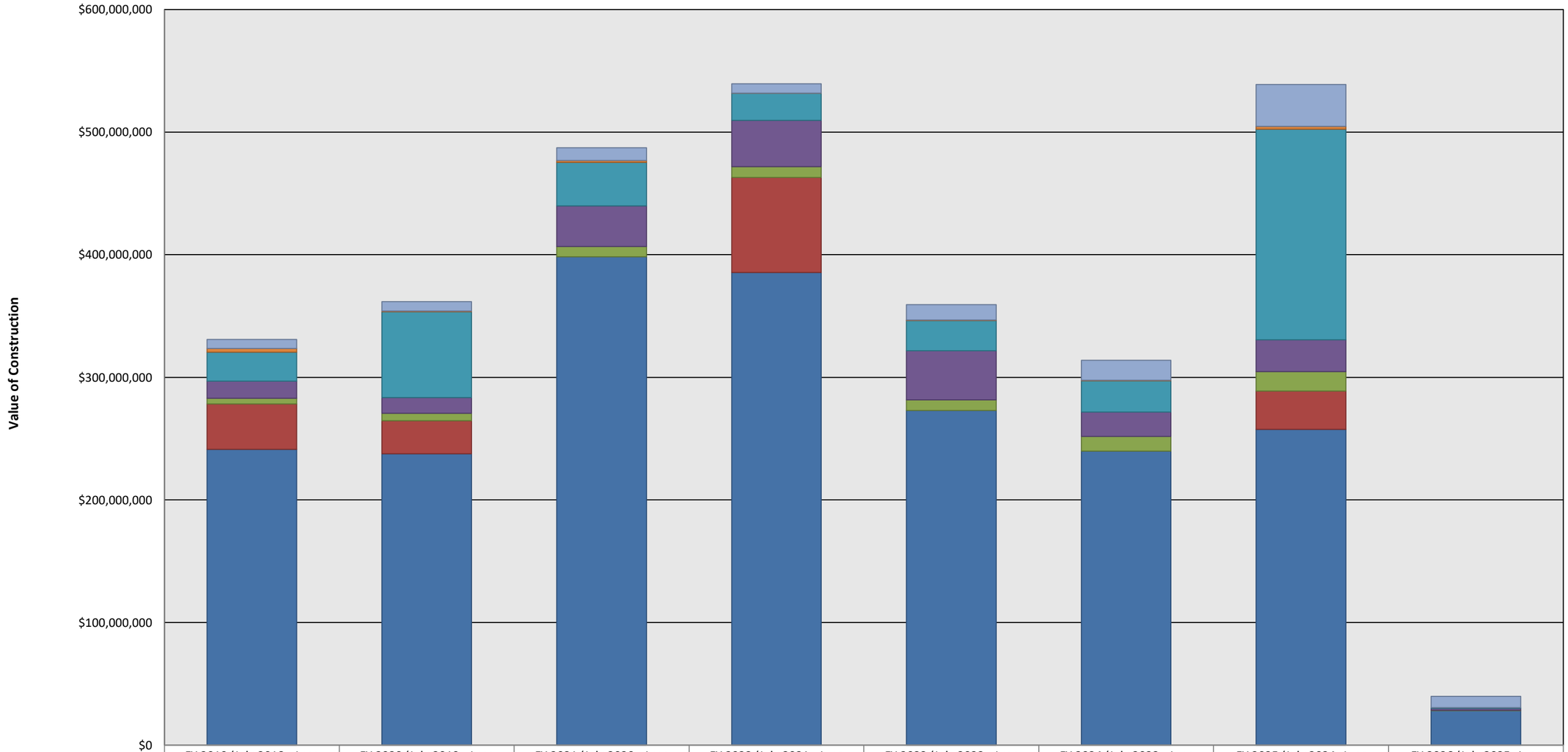


Month	July	August	September	October	November	December	January	February	March	April	May	June
FY 2026 (July 2025- June 2026)	64											
FY 2025 (July 2024- June 2025)	49	62	35	41	68	56	86	94	129	115	87	79
FY 2024 (July 2023 - June 2024)	81	63	44	76	37	62	97	59	65	111	59	43
FY 2023 (July 2022 - June 2023)	78	92	72	78	59	41	67	50	66	70	82	76
FY 2022 (July 2021 - June 2022)	106	116	151	130	71	80	105	73	74	81	69	89
FY 2021 (July 2020 - June 2021)	123	102	102	133	52	120	87	95	173	132	87	141
FY 2020 (July 2019 - June 2020)	96	79	65	82	39	91	65	74	63	65	82	124
FY 2019 (July 2018 - June 2019)	64	72	55	75	69	54	70	59	112	100	65	88

Notes: 1. Building Permits Issued excludes those Building Permits which were voided or withdrawn.

Town of Bluffton
Value of Construction
FY 2019 - 2026

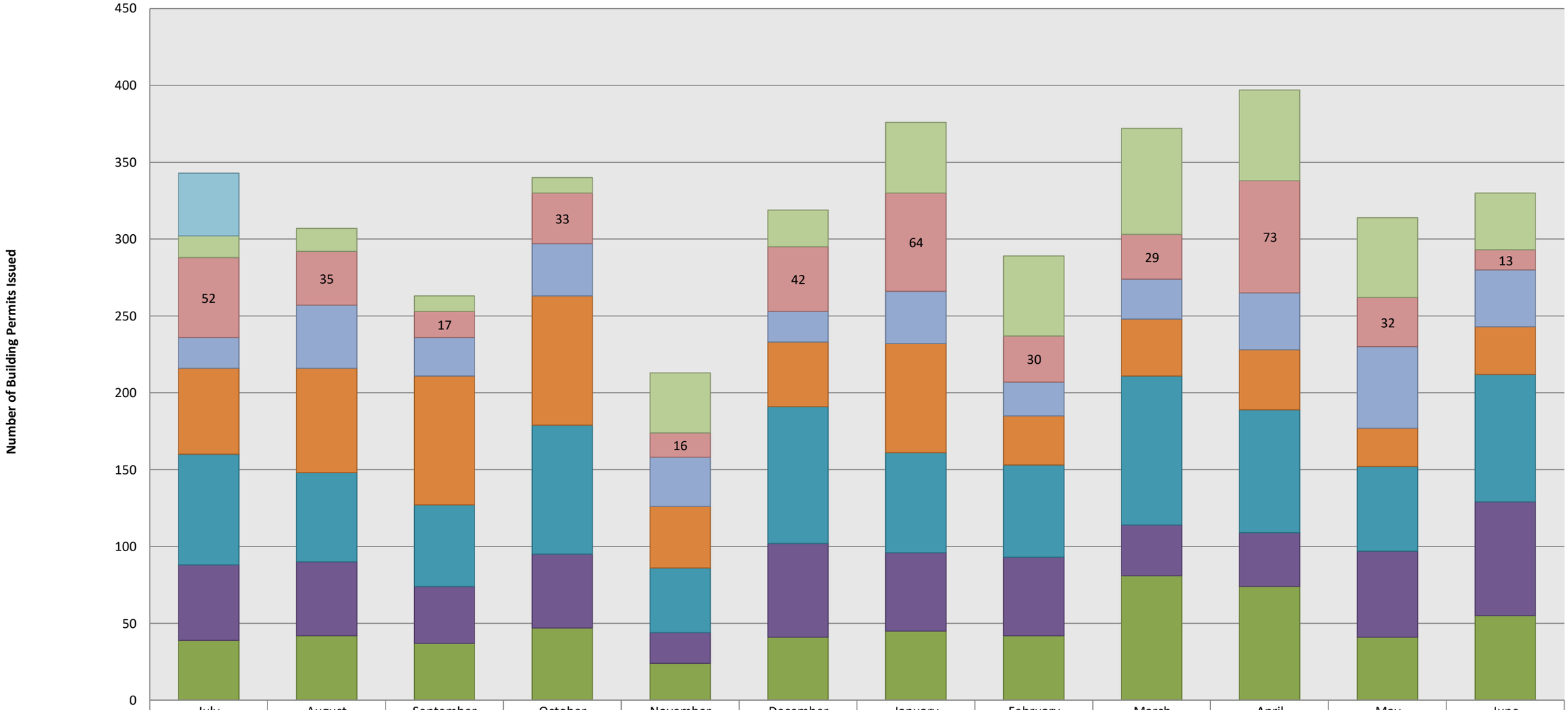
Attachment 8c



Year	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024- June 2025)	FY 2026 (July 2025- June 2026)
Other Commercial	$7,263,366	$7,579,860	$10,412,995	$7,596,115	$12,475,855	$16,317,280	$34,086,632	$9,236,146
Commercial Additions	$3,041,168	$656,000	$1,492,691	$7,550	$526,290	$413,300	$2,244,852	$0
New Commercial/ Tenant Upfits	$23,614,625	$69,976,821	$35,480,001	$22,266,766	$24,611,903	$25,409,903	$171,813,272	$661,000
Other Residential	$13,979,443	$12,794,241	$33,207,203	$37,696,800	$40,039,634	$19,926,881	$26,021,991	$1,534,374
Residential Additions/ Renovations	$4,691,023	$6,005,043	$8,363,040	$8,762,565	$8,683,202	$11,994,064	$15,775,432	$259,223
New Multi Family - Apartments	$36,975,720	$27,045,609	$-	$77,664,502	$-	$-	$31,218,075	$0
New Single Family	$241,300,026	$237,647,960	$398,345,907	$385,446,946	$272,946,813	$239,843,210	$257,635,844	$28,073,888

Notes: 1. Residential addition includes: additions, screen enclosures, carport, re-roof, modular.
2. Other residential includes: new accessory structure, new accessory residence.
3. Commerical addition includes: additions, screen enclosure, shell.
4. Other commerical includes: remodel and accessory structure.

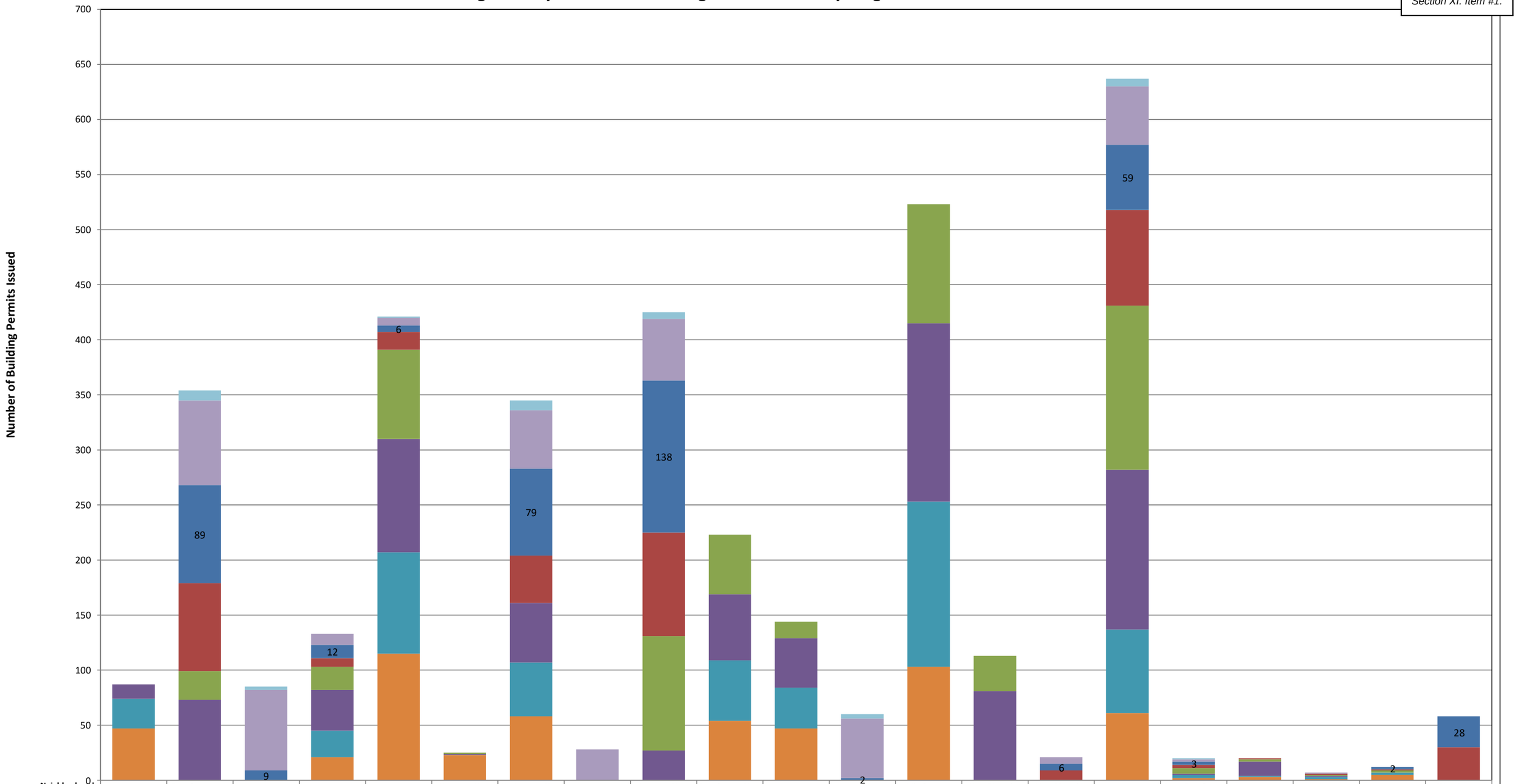
Town of Bluffton
New Single Family Residential Building Permits Issued Per Month
FY 2019 - 2026



	July	August	September	October	November	December	January	February	March	April	May	June
FY 2026 (July 2025- June 2026)	41											
FY 2025 (July 2024- June 2025)	14	15	10	10	39	24	46	52	69	59	52	37
FY 2024 (July 2023 - June 2024)	52	35	17	33	16	42	64	30	29	73	32	13
FY 2023 (July 2022 - June 2023)	20	41	25	34	32	20	34	22	26	37	53	37
FY 2022 (July 2021 - June 2022)	56	68	84	84	40	42	71	32	37	39	25	31
FY 2021 (July 2020 - June 2021)	72	58	53	84	42	89	65	60	97	80	55	83
FY 2020 (July 2019 - June 2020)	49	48	37	48	20	61	51	51	33	35	56	74
FY 2019 (July 2018 - June 2019)	39	42	37	47	24	41	45	42	81	74	41	55

Note: Building Permits Issued excludes those Building Permits which were voided or withdrawn.

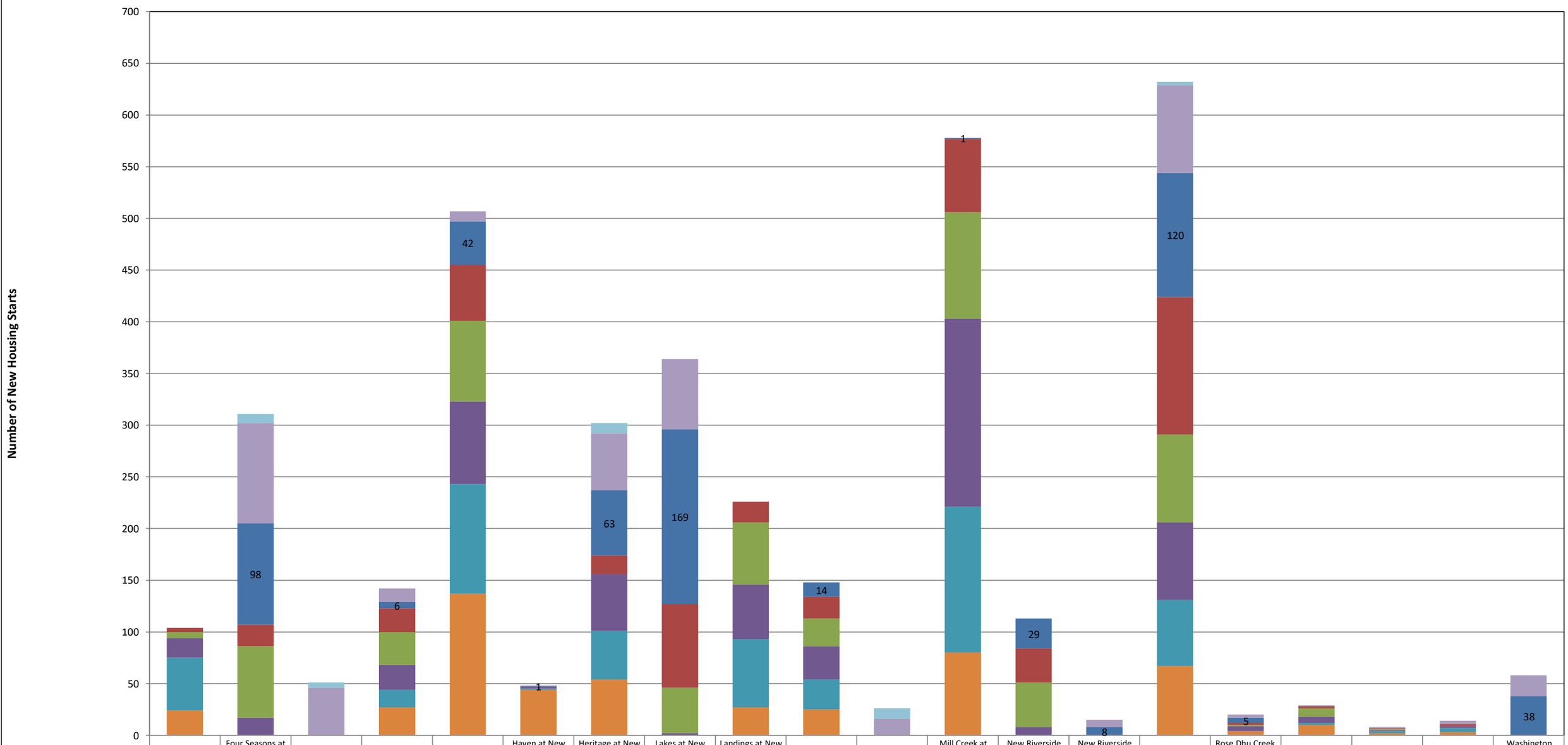
Town of Bluffton
New Single Family Residential Building Permits Issued by Neighborhood FY 2019 -2026



Neighborhood	Alston Park	Four Seasons at Carolina Oaks	Hamilton Grove	Hampton Hall	Hampton Lake	Haven at New Riverside	Heritage at New Riverside	Indigo Cove	Lakes at New Riverside	Landings at New Riverside	Lawton Station	Midpoint	Mill Creek at Cypress Ridge	New Riverside Forest	New Riverside Village	Palmetto Bluff	Rose Dhu Creek Plantation	Shell Hall	Stock Farm	Tabby Roads	Washington Square
FY 2026 (July 2025- June 2026)		9	3		1		9		6			4				7	1				
FY 2025 (July 2024- June 2025)		77	73	10	7		53	28	56			54			6	53	2		1		
FY 2024 (July 2023 - June 2024)		89	9	12	6		79		138			2			6	59	3			2	28
FY 2023 (July 2022 - June 2023)		80		8	16		43		94						9	87	3	1	1	1	30
FY 2022 (July 2021 - June 2022)		26		21	81	1			104	54	15		108	32		149	5	2	1	2	
FY 2021 (July 2020 - June 2021)	13	73		37	103	1	54		27	60	45		162	81		145	1	13	1		
FY 2020 (July 2019 - June 2020)	27			24	92		49			55	37		150			76	3	1	2	2	
FY 2019 (July 2018 - June 2019)	47			21	115	23	58			54	47		103			61	2	3	1	5	

Town of Bluffton
New Single Family Certificates of Occupancy Issued by Neighborhood FY 2019 - 2026

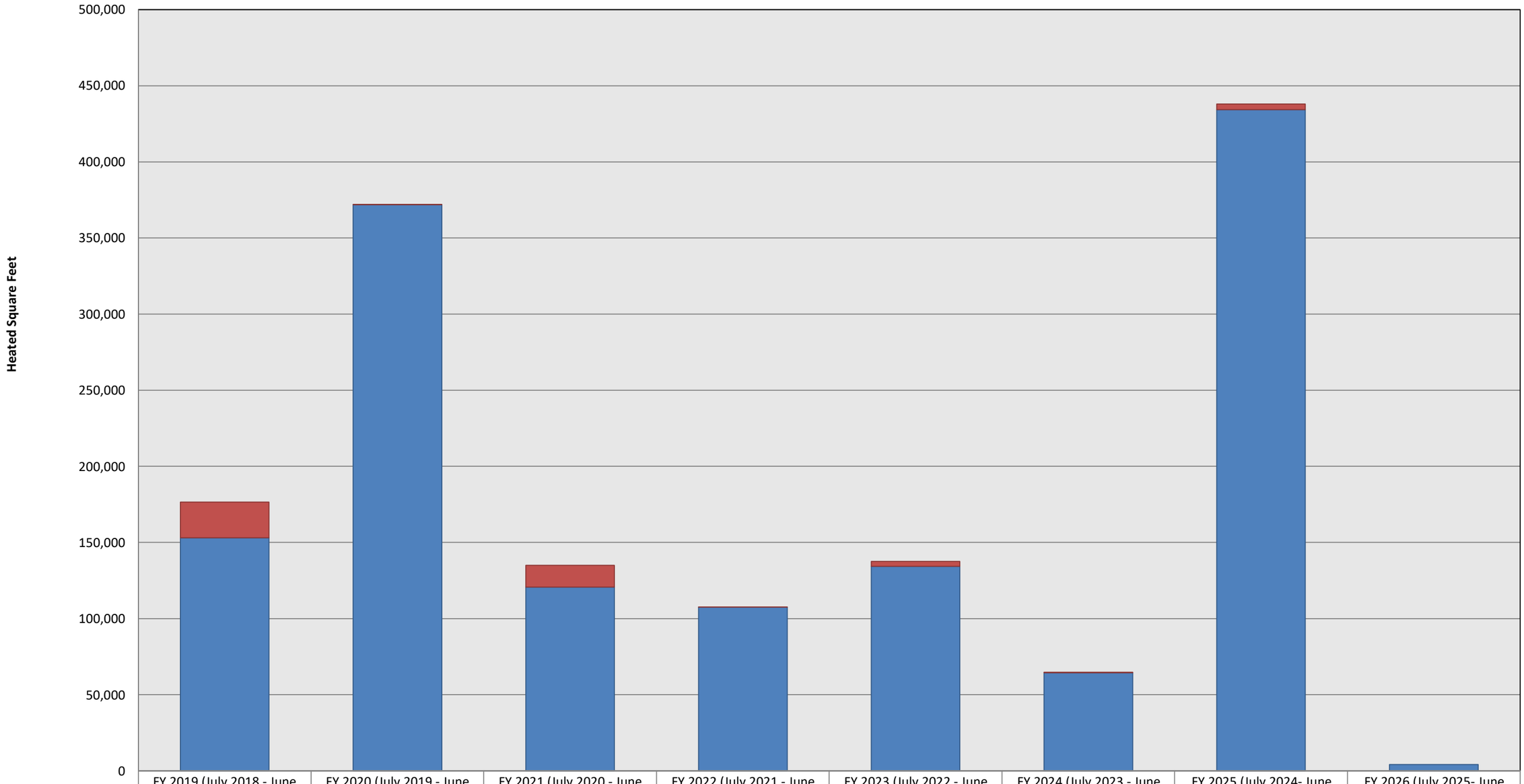
Attachment 8f



	Alston Park	Four Seasons at Carolina Oak	Hamilton Grove	Hampton Hall	Hampton Lake	Haven at New Riverside	Heritage at New Riverside	Lakes at New Riverside	Landings at New Riverside	Lawton Station	Midpoint	Mill Creek at Cypress Ridge	New Riverside Forest	New Riverside Village	Palmetto Bluff	Rose Dhu Creek Plantation	Shell Hall	Stock Farm	Tabby Roads	Washington Square
FY 2026 (July 2025- June 2026)		9	5				10				10				3					
FY 2025 (July 2024- June 2025)		97	46	13	10		55	68			16			7	85	3	1	1	3	20
FY 2024 (July 2023 - June 2024)		98		6	42	1	63	169		14		1	29	8	120	5				38
FY 2023 (July 2022 - June 2023)	4	21		23	54		18	81	20	21		71	33		133	2	2	1	2	
FY 2022 (July 2021 - June 2022)	6	69		32	78			44	60	27		103	43		85	1	8	1		
FY 2021 (July 2020 - June 2021)	19	17		24	80	2	55	2	53	32		182	8		75	5	6	1	2	
FY 2020 (July 2019 - June 2020)	51			17	106	1	47		66	29		141			64		2	2	4	
FY 2019 (July 2018 - June 2019)	24			27	137	44	54		27	25		80			67	4	10	2	3	

Town of Bluffton
New Commercial Construction and Additions Heated Square Footage
FY 2019 - 2026

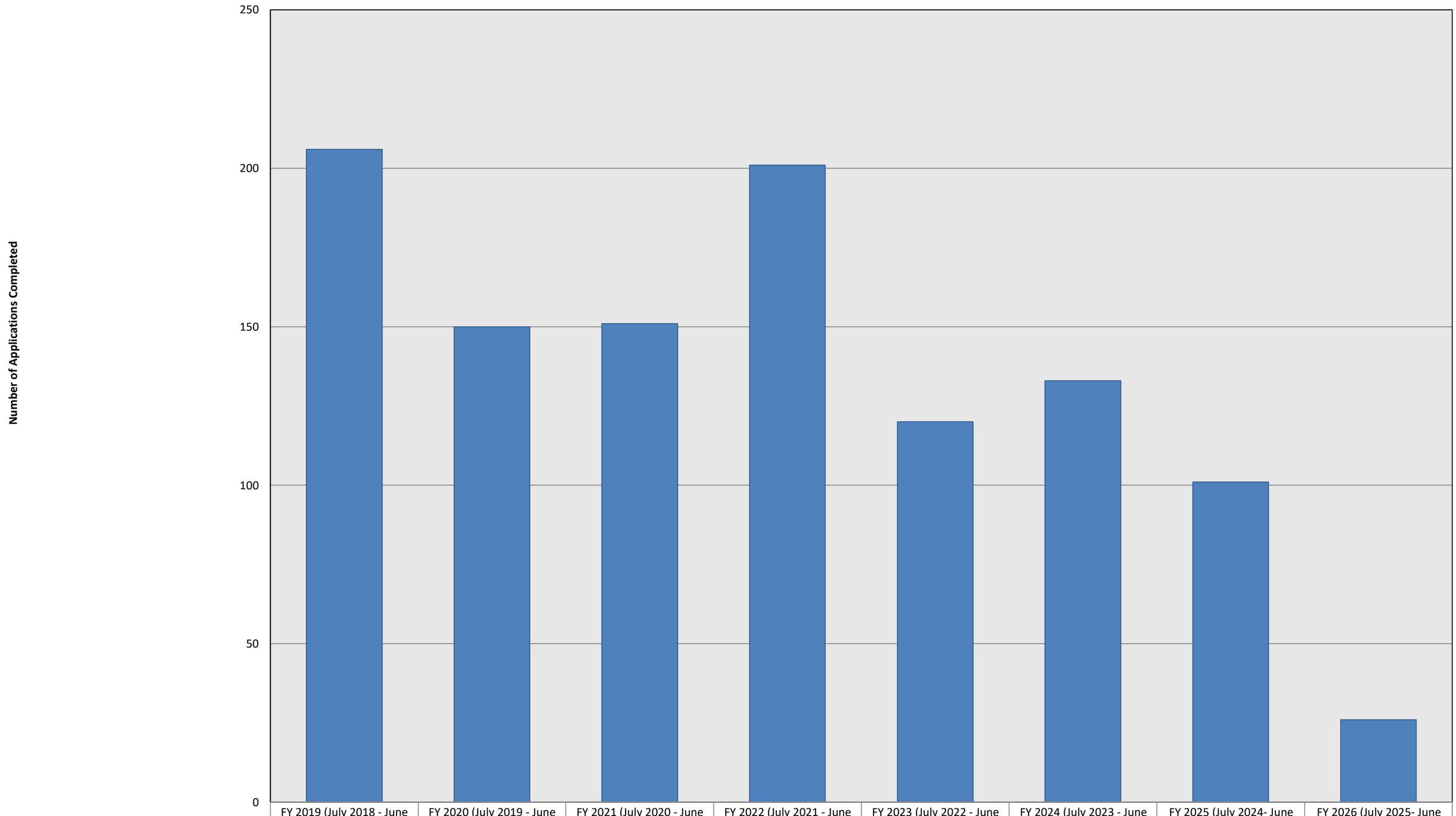
Attachment 8g



	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024- June 2025)	FY 2026 (July 2025- June 2026)
Commercial Additions	23,465	66	14,250	108	3,177	428	3,710	0
New Commercial	153,082	371,899	120,737	107,572	134,366	64,311	434,315	4,149

Town of Bluffton
Planning & Community Development Applications Completed
FY 2018 - 2025

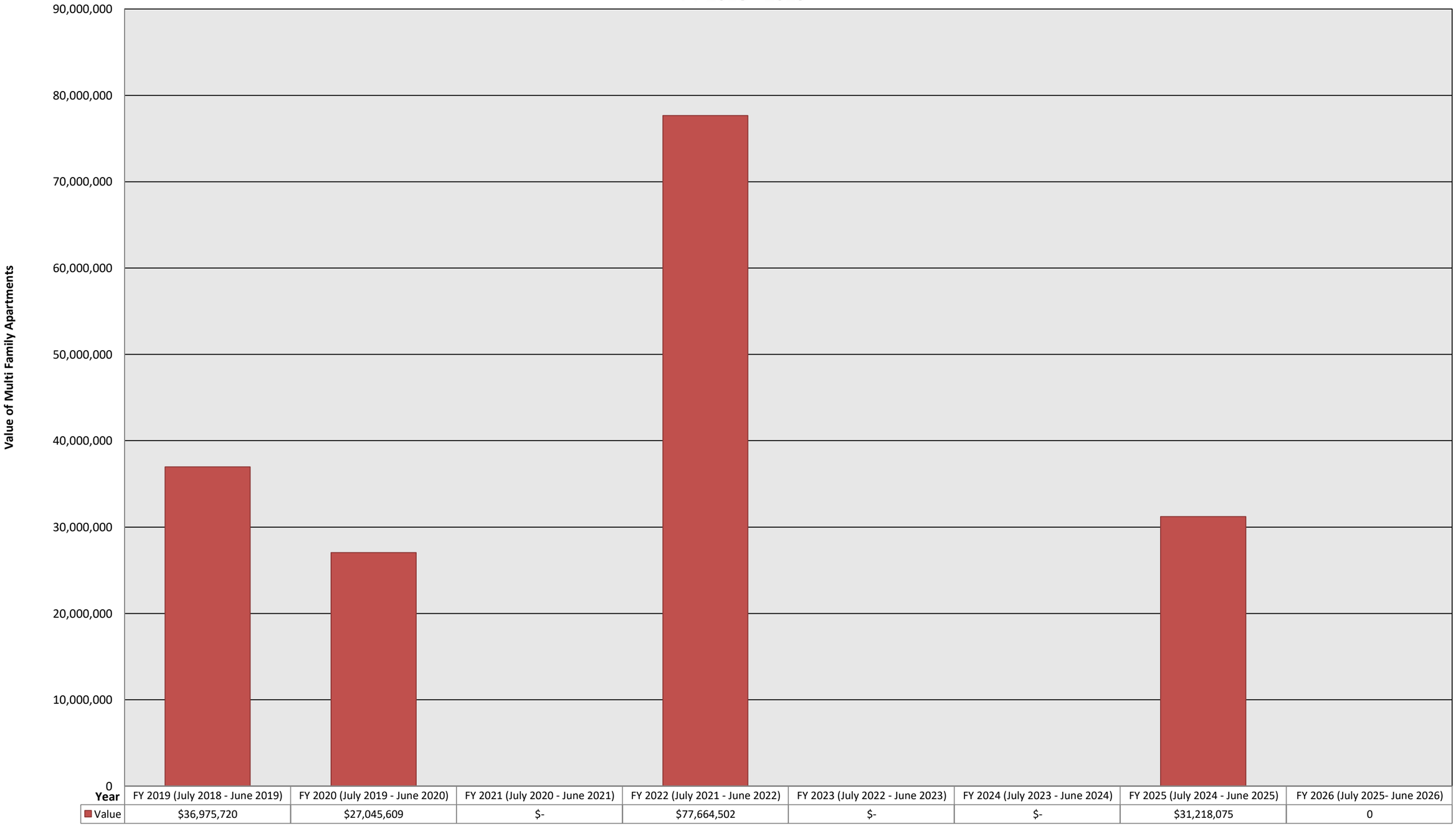
Attachment 8h



	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024- June 2025)	FY 2026 (July 2025- June 2026)
Planning & Community Development Applications	206	150	151	201	120	133	101	26

Town of Bluffton
Multi Family Apartments Value
FY 2018 - 2025

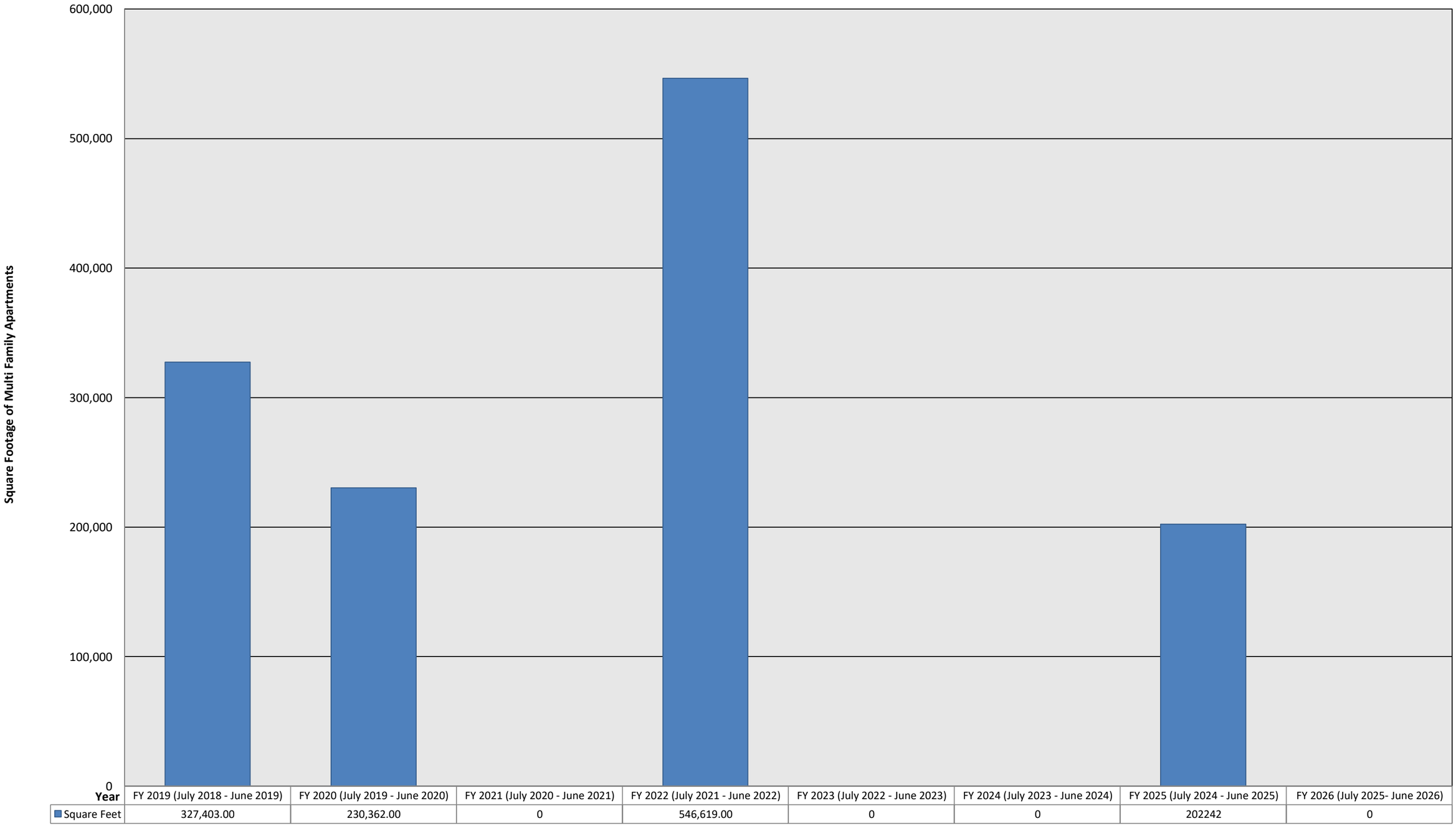
Attachment 8i



Year	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024 - June 2025)	FY 2026 (July 2025- June 2026)
Value	$36,975,720	$27,045,609	$-	$77,664,502	$-	$-	$31,218,075	0

Town of Bluffton
Multi Family Apartments Square Footage
FY 2018 - 2025

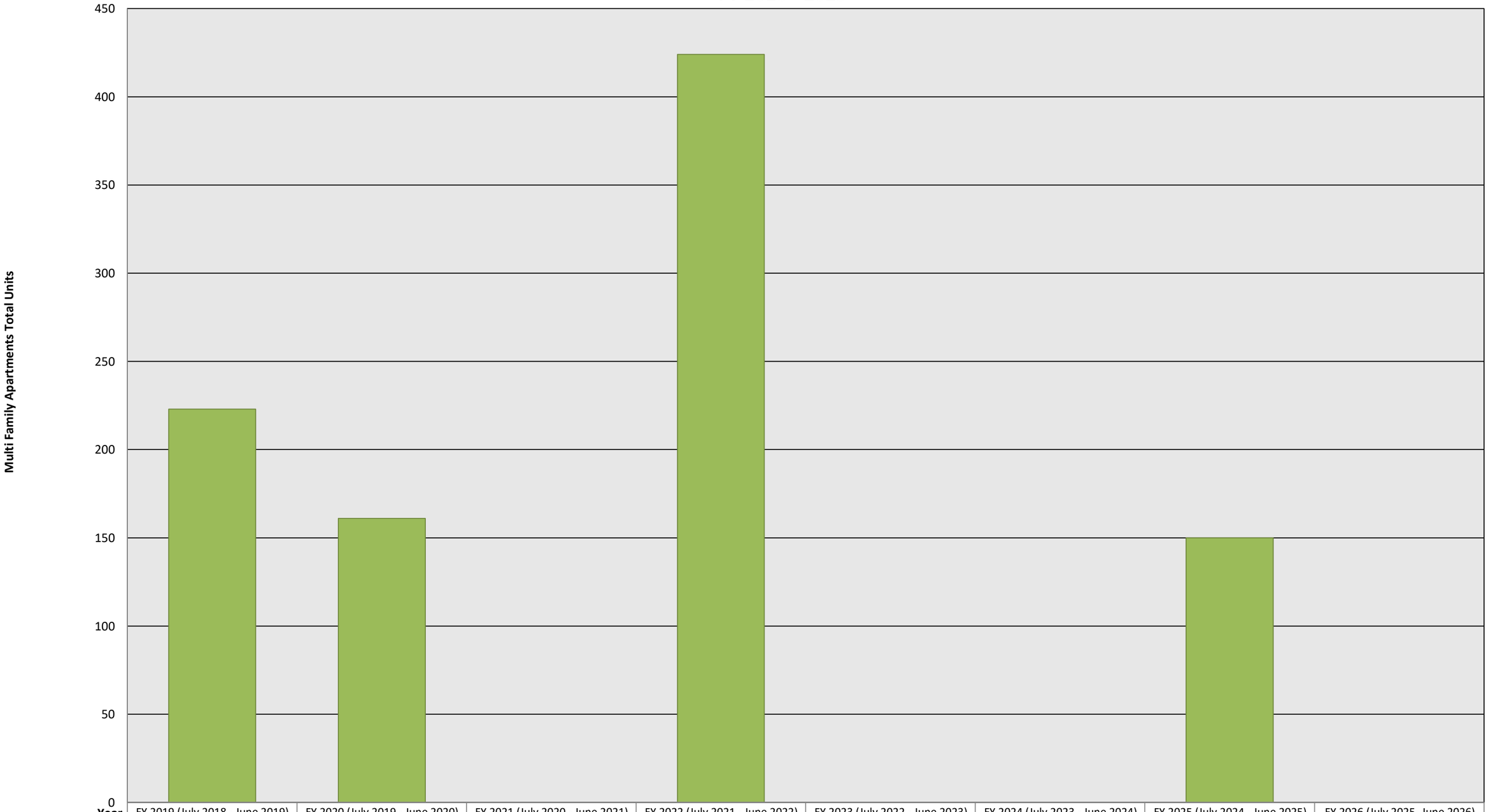
Attachment 8j



Year	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024 - June 2025)	FY 2026 (July 2025- June 2026)
Square Feet	327,403.00	230,362.00	0	546,619.00	0	0	202242	0

Town of Bluffton
Multi Family Apartments Total Units
FY 2018 - 2025

Attachment 8k



Year	FY 2019 (July 2018 - June 2019)	FY 2020 (July 2019 - June 2020)	FY 2021 (July 2020 - June 2021)	FY 2022 (July 2021 - June 2022)	FY 2023 (July 2022 - June 2023)	FY 2024 (July 2023 - June 2024)	FY 2025 (July 2024 - June 2025)	FY 2026 (July 2025- June 2026)
Dwelling Units	223	161	0	424	0	0	150	0

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Annexation Petition

100%

ANNX-03-24-019045	03/14/2024		Annexation Petition	Active	Aubrie Giroux

Applicant: Bryant and Son Trucking Company **Owner:** Bryant and Son Trucking Company

PLAN DESCRIPTION: A request by the applicant and property owner Johnnie Bryant III, for approval of an annexation application. The property is located at 30 Davis Road and consists of approximately 2.14 acres identified by tax map number R600 029 000 0028 0000 and currently zoned T2R Rural in unincorporated Beaufort County. This application is associated with the following zoning map amendment request; ZONE-03-24-019046.

STATUS: This request was heard at the May 22, 2024, Planning Commission Meeting as a Public Workshop item.
STATUS: The Public Hearing for the zoning map amendment and comprehensive plan amendment were recommended for approval at the July 24, 2024, Planning Commission meeting.
STATUS: THE ZMA and CPA were approved at 1st Reading at the August 13, 2024, Town Council Meeting.
STATUS 11-12-24: Town Council APPROVED 2nd and Final Reading of the ZMA and CPA.

PROJECT NAME:

Total Annexation Petition Cases: 1

Certificate of Appropriateness

Highway Corridor Overlay District

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-11-22-017422	11/21/2022	255 NEW RIVERSIDE VILLAGE WAY	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Court Atkins **Owner:** Solomon Dental

PLAN DESCRIPTION: The Applicant requests approval of a Certificate of Appropriateness-HCO for a 1.56-acre development consisting of a 15,000 square foot office building for a dental practice and six tenants. The property is identified by tax map number R610 036 000 3714 0000 and is located at 255 New Riverside Village Way. The zoning designation for the property is New Riverside PUD with the Highway Corridor Overlay District.

12.16.2022: Application was approved with conditions at the December 14, 2022 meeting of the Planning Commission. Staff is awaiting revised document submittal to address the Planning Commission conditions.
7.18.23: Have not yet received resubmittal.
10.12.23: Emailed items still outstanding. Awaiting revisions.

Approved Conditionally - Lighting Plan must be updated prior to HCO inspections.

PROJECT NAME: NEW RIVERSIDE VILLAGE

COFA-08-22-017145	08/31/2022	6201 JENNIFER COURT	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Witmer Jones Keefer Ltd. **Owner:** Micheal Bradley Holdings LLC

PLAN DESCRIPTION: The River Dog Brewing project involves the construction of a ±50,000 SF two-story building, housing a brewing production facility, retail sales area, and restaurant/bar upon three existing lots on Jennifer Court at the intersection of Buck Island Road and May River Road. As a brief history – back in 2000 AEC permitted the Bright Commercial Subdivision master-planned for five individual commercial development parcels involving a new connector roadway between Buck Island Road and May River Road, incorporating both wet and dry utilities as well as storm drainage stub outs to each parcel. The development was designed, permitted and constructed under the Beaufort County development ordinance prior to annexation by the Town of Bluffton. Subsequently, Parker's convenience store was constructed upon two of the five parcels and, due to greater stormwater regulation, was required to provide additional water quality treatment consisting of shallow bioretention ponds/swales. The River Dog Brewing project parcels are identified as R600 039 000 0021 0000, R610 039 000 0756 0000, and R610 039 000 0757 0000. The property is zoned Neighborhood Core with the adjacent properties being the same.

STATUS[11.17.2022]: The application was approved with conditions at the November 16, 2022 Planning Commission meeting. Awaiting resubmitted documents addressing Planning Commission conditions.
7.18.23: Have not yet received resubmittal.
1.5.2024: Architectural items have been addressed by 1/5 resubmittal. Exempt plat, Development Plan and Lighting resubmittal still required.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-03-23-017836 03/28/2023 45 SLATER ST STREET Certificate of Appropriateness Active Katie Peterson

Applicant: EIG14T RCCC 229 SC-Bluffton LLC **Owner:** EIG14T BBMA SC BLUFFTON LLC

PLAN DESCRIPTION: A request by Samantha Kozlowski, Development Manager, on behalf of the owners, EIG14T BBMA SC BLUFFTON, LLC for approval of a Certificate of Appropriates – Highway Corridor Overlay. The project consists of the construction of a +/- 11,953 SF Big Blue Marble Academy (child care facility), along with the related infrastructure, landscaping and lighting. The site is identified by tax map number R614 028 000 5285 0000, located at the intersection of Mill Creek Blvd. and Okatie Highway and is zoned Cypress Ridge PUD.

STATUS [3/29/2023]: Applicant notified of incomplete submittal via email 3/29/23. Awaiting Resubmittal._ No Final DP has been submitted, missing landscape plan, lighting plan, dumpster elevations, color board_

7.18.23: The Application was heard at the 6.28.23 Planning Commission meeting. It was tabled for the applicant to address PC comments. Awaiting resubmitted materials addressing PC comments prior to placing it back on the PC agenda.
10.23.23: The revised submittal has been placed on the 10.25.23 PC Agenda.
Approved. See attached.
Amendment submitted 5/8. Email sent to applicant that vents which have been placed on front elevation must be relocated to rear.

PROJECT NAME:

COFA-05-25-019759 05/16/2025 2901 MAY RIVER XING CROSSING Certificate of Appropriateness Active Charlotte Moore

Applicant: Angelina Makowski **Owner:** First Chatham Bank

PLAN DESCRIPTION: Fifth Third Bank is seeking authorization to construct a financial institution to be located at 2500 May River Crossing in the Town of Bluffton South Carolina. The project site is located within a previously developed commercial subdivision. Site lighting, landscaping and irrigation have been designed in compliance with the UDO standards. Building design is consistent with UDO standards. Application submittal complies with the requirements on the Highway Corridor application with the intent of securing the Certificate of Appropriateness. This submittal includes certified plans, digital files, recorded deed and plat, and the material samples. STATUS (07.16.2025): To be reviewed by Planning Commission on July 23, 2025.

PROJECT NAME: TOWNE CENTRE AT NEW RIVERSIDE

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-01-24-018868	01/17/2024	1 JCS CV COVE	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Pearce Scott Architects **Owner:** GOF, LLC

PLAN DESCRIPTION: JC's Cove Rec Building: A request by Pearce Scott Architects, on behalf of the Owner, Jim Saba, for a review of a Certificate of Appropriateness - HD to construct a new 2-story recreation building of approximately 2,915SF to be located at 1 JCs Cove, identified by tax map number R610 039 000 1129 0000, zoned Agricultural, and located within the Highway Corridor Overlay district.
Status: The Conceptual Application was heard by the DRC at their February 21, 2024 meeting and comments provided to applicant. Awaiting final submittal.

PROJECT NAME: JC'S COVE

Historic District

COFA-05-25-019747	05/13/2025	4 HEAD OF THE TIDE	Certificate of Appropriateness	Active	Charlotte Moore

Applicant: Brown Contract Services, LLC **Owner:** Henry Savage

PLAN DESCRIPTION: A request by Andrew Brown, Applicant, on behalf of Henry Savage, Owner, for review of a Certificate of Appropriateness - HD to expand the existing kitchen of a main residence by enclosing a 126 square foot portion of an existing side porch at 4 Head of the Tide, in Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD. (COFA-05-25-019747)
(06.01.2025): Concept Plan to be reviewed by HPRC on 06.09.2025.
STATUS: Application reviewed at June 9 HPRC meeting. Awaiting final submission.
STATUS (06.23.2025): Scheduled for August 6 HPC meeting.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-11-21-016057 11/04/2021 58 CALHOUN ST Certificate of Appropriateness Active Katie Peterson

Applicant: Court Atkins Architects Inc **Owner:** May River Montessori

PLAN DESCRIPTION: May River Montessori: Awaiting resubmittal:
A request by Court Atkins Architects, Inc., on behalf of the owner, May River Montessori, for review of a Certificate of Appropriateness- HD to allow the construction of a new 2-story building of approximatly 5,800 SF located at 58 Calhoun Street, in the Old Town Bluffton Historic District and zoned Neighborhood Center-HD.
STATUS [11/5/2021]: The application is currently being reviewed by Staff for conformance with the Unified Development Ordinance (UDO), Traditional Construction Patterns, and any development plans associated with the parcel and is scheduled for review by the HPRC at the December 6, 2021 meeting.
STATUS [12/8/2021]: The application was reviewed at the December 6, 2021 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the approval of the Development Plan and submission of a final application for full HPC review.
STATUS [1.20.2023]: A Final Application has been received and the item is slated to be heard at the February 1, 2023 HPC meeting.
STATUS 2.1.2023: The Application was approved with conditions at the 2.1.23 HPC meeting. Staff is awaiting submittal of revised documents addressing all HPC Conditions.
3.27.2023: Revision received - Landscape Plan not in compliance and does not match DP. DP still not approved.

PROJECT NAME: OLD TOWN

COFA-03-25-019657 03/19/2025 36 WHARF STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Kingfisher Construction - USE THIS ACCOUNT **Owner:** Kathy Barbina

PLAN DESCRIPTION: A request by Jaime Guscio (Kingfisher Construction), on behalf of owners, Kathy Barbina and Tim Harris, for review of a Certificate of Appropriateness-Historic District, to allow construction of a detached Carriage House of approximately 1200 SF located at 36 Wharf Street (Parcel R610 039 00A 0417 0000). The property is within the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).
STATUS (04.14.2025): Application reviewed at April 14 HPRC meeting. Awaiting resubmission.
STATUS (06.05.2025): Final Plan to be reviewed by HPC on August 6, 2025.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-04-24-019070	04/01/2024	42 WHARF ST STREET	Certificate of Appropriateness	Active	Charlotte Moore

Applicant: John Montgomery **Owner:** John Montgomery

PLAN DESCRIPTION: A request by John Montgomery, for review of a Certificate of Appropriateness-Historic District, to allow construction of a new 2-story Single Family Structure (approximately 2,120 SF) and 2-story Carriage House structure (approximately 1,120 SF) located at 42 Wharf Street (Parcel R610 039 00A 185A 0000). The property is within the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).
STATUS (04.17.2025): New Concept scheduled for review at April 28 HPRC meeting.

Application History
04.22.2024: Application reviewed at HPRC meeting. Awaiting final submission.
9/16/2024: Conceptual application under review and will be placed on the September 30, 2024 HPRC Agenda.
09.30.2024: Application reviewed at HPRC meeting. Awaiting final submission.
03.26.2025: Final submission submitted but requires revisions. May return to HPRC depending on changes.
04.22.2025: Third submission scheduled for April 28 HPRC meeting.
04.28.2025: Application reviewed at April 28 HPRC meeting. Awaiting final submission.
STATUS (06.11.2025): Final Plan approved by HPC with conditions. Awaiting final submission.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-09-24-019336	09/13/2024	5812 GUILFORD PLACE	Certificate of Appropriateness	Active	Charlotte Moore

Applicant: Court Atkins **Owner:** Walter Strong III

PLAN DESCRIPTION: A request by Court Atkins Architects, Inc., Applicant, on behalf of Property Owner, 5812 Guilford Place, LLC, for approval of a Certificate of Appropriateness-HD to construct a new 2-story main building of approximately 2,400 square feet and a connected 2-story carriage house of approximately 1050 square feet at 5812 Guilford Place in OId Town Bluffton Historic District and the Stock Farm Development. The property is zoned Neighborhood General-HD.

Existing Conditions

Currently, 5812 Guilford Place is an empty lot with trees and foliage. There is a 2 Story building to the East and an empty lot to the West, with residential construction on the other side of Guilford Place.

Proposed Building Construction

The proposed architectural program for the project is a 2 story main structure with a 1170 SF tenant space on the first floor and the 1250 SF Alair Homes office on the second floor. The adjacent connected carriage house has a 525 SF tenant space on each floor. The expected occupancy for each space is Business. There are two exterior stairs, one off of May River Road and the other between the structures.

There are two tabby parapet walls, similar in character to the adjacent Hair and So On Salon and nearby Kelly Caron Designs. Trellises wrap the two-story entry porch off of May River Road, allowing plants to climb the building.

The architectural massing of the building includes simple roof forms with standing seam and asphalt shingle roofing. The exterior materials for the building will be cementitious fiber siding (horizontal and vertical). The porch railing will be metal.
STATUS (10.04.2024): To be reviewed by HPRC October 7. Plans have changed since pre-application meeting.
STATUS 10.07.2024: HPRC meeting held October 7. COFA-HD scheduled for 12.04.2024 HPC meeting.
STATUS 12.04.2024: HPC approved application with conditions; awaiting resubmittal addressing those conditions.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-03-25-019626 03/05/2025 106 BRIDGE ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Patrick Mason Custom Homes **Owner:** Jeff Zehel

PLAN DESCRIPTION: 106 Bridge (COFA-03-25-019626): A request by Patrick Mason (Patrick Mason Custom Homes), on behalf of the owner, Jeffrey Zehel, for review of a Certificate of Appropriateness-Historic District, to allow construction of a 1-story Main Residence of approximately 2,130 SF and a 2-story Carriage House of approximately 648 SF located at 106 Bridge Street (Parcel R610 039 00A 0423). The property is located in the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD). Scheduled for HPRC review on March 31, 2025.
(03.31.2025): Revisions will be reviewed at second HPRC meeting.
(04.29.2025): Second submission to be reviewed at May 12 HPRC meeting.
STATUS (05.12.2025): Reviewed at May 12 HPRC meeting. Awaiting final submission.
STATUS (07.11.2025): To be reviewed at August 6 HPC meeting.

PROJECT NAME: OLD TOWN

COFA-04-25-019686 04/02/2025 215 GOETHE RD ROAD Certificate of Appropriateness Active Charlotte Moore

Applicant: Philipe Madhere **Owner:** Miguel Loarca

PLAN DESCRIPTION: A request by Phil Madhere, on behalf of the owner, Miguel Loarca (Leonex Construction Group), for review of a Certificate of Appropriateness-Historic District, to allow construction of a three-story mixed use Main Street Building (approximately 2,775 SF) and detached Carriage House (approximately 528 SF) located at 215 Goethe Road (Parcel R610 039 00A 0289 0000). The property is within the Old Town Historic District and is zoned Neighborhood Core-Historic District (NC-HD).
STATUS (04.28.2025): Reviewed at April 28 HPRC meeting. Awaiting final submission.
STATUS (07.21.2025): Scheduled for August 6 HPC meeting.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-05-24-019123 05/09/2024 128 BRIDGE ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Manuel Studio, LLC **Owner:** Lynda Strong

PLAN DESCRIPTION: A request by Ansley H Manuel, Architect, on behalf of the Owner Lynda Lee Googe Strong, for review of a Certificate of Appropriateness - HD to construct a new 2-story Carriage House at 128 Bridge Street, in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD.
Status: Application is being reviewed and will be heard at the 6/3/2024 HPRC meeting.
Status 6.4.2024: Awaiting Final Submittal
Status 8.28.2024: The final submittal has been received and is tentatively scheduled for the October HPC Agenda.
STATUS 09.06.2024: Scheduled for October 2 HPC.
STATUS 10.02.2024: Approved by HPC with conditions to be shown on final plan submission.

PROJECT NAME: OLD TOWN

COFA-02-25-019610 02/20/2025 41 STOCK FARM RD ROAD Certificate of Appropriateness Active Charlotte Moore

Applicant: Dylan and Amanda Mingard **Owner:** Dylan and Amanda Mingard

PLAN DESCRIPTION: A request by Dylan and Amanda Mingard, applicants and property owners, for review of a Certificate of Appropriateness - HD to allow the construction of a 1-story Carriage House of approximately 792 SF, as well as a breezeway to connect the Carriage House and main structure, located at 41 Stock Farm Road in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD.
(03.18.2025): HPRC Review held. Awaiting final submission.
STATUS (05.06.2025): Final Submission Received. Scheduled for June 11 HPC meeting.
STATUS (06.11.2025): Preliminary Final Plan approved with conditions. Awaiting resubmittal.

PROJECT NAME: OLD TOWN

COFA-08-24-019275 08/09/2024 95 GREEN ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Low Tide Designs, Inc. **Owner:** Glenda Mikulak

PLAN DESCRIPTION: A request by Sam Liberti with Low Tide Designs, Inc., on behalf of the owner, Glenda Mikulak Roberts, for review of a Certificate of Appropriateness - HD to construct a new 2-story house of approximately 1,987 SF at 95 Green Street, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.
Status: Application is being reviewed and has been placed on the September 3, 2024 HPRC Agenda. Status (9/4): Awaiting Final Plan submission.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-03-25-019628 03/05/2025 6 BLUE CRAB ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Patrick Mason Custom Homes **Owner:** Blue Crab LLC

PLAN DESCRIPTION: A request by Patrick Mason (Patrick Mason Custom Homes), on behalf of the owners, Blue Crab, LLC, for review of a Certificate of Appropriateness-Historic District, to allow construction of a 2-story Main Residence and attached Carriage House of approximately 3,335 SF located at 6 Blue Crab Street in the Tabby Roads Development (Lot 50, Parcel R610 039 000 1230 0000). The property is located in the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).
STATUS: Scheduled for HPRC review on March 31, 2025.
STATUS (03.31.2025): Revisions will be reviewed at second HPRC meeting.

PROJECT NAME: OLD TOWN

COFA-05-18-011989 05/07/2018 27 BRIDGE ST Certificate of Appropriateness Active Katie Peterson

Applicant: Court Atkins Architects, Inc. **Owner:** Mike Nerhus

PLAN DESCRIPTION: Residential: A Certificate of Appropriateness to allow the construction a new 1.5 story single-family residence of approximately 4,120 SF and a Carriage House structure of approximately 1,188 SF located at 27 Bridge Street, in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD
STATUS: The application was reviewed at the May 21, 2018 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the submission of a final application for full HPC review.

STATUS: A revised conceptual application was received and will be heard at the February 28, 2022 meeting of the HPRC.

STATUS: The Application was heard at the April 7, 2022 meeting of the HPC and approved with conditions. Staff is awaiting submittal of revised materials addressing the HPC Conditions. Once received Town Staff will stamp the plans and issue the Final Certificate of Appropriateness.

Per K. Icard, plans approved by Glen Umberger 8/24.

STATUS 6.13.23: Plans did not include any Landscape Conditions being met. Upon receipt of revised plans (5/24/23) addressing the Landscaping Conditions, additional changes to the structure and site plan were made. Awaiting resubmitted documents addressing comments resulting from modified plans and HPC Conditions of approval.
STATUS 8.7.2023: Approved - See Attached approval package.
STATUS 9.3.2024: Amendment 1 Approval.
STATUS 9.10.2024: Amendment 2 to allow a roof material change approved.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-05-25-019752 05/14/2025 43 THOMAS HEYWARD ST STREET Certificate of Appropriateness Active Sam Barrow

Applicant: GTH Construction LLC - USE THIS ACCOUNT **Owner:** Megan Beach

PLAN DESCRIPTION: A request by George Hutson (Applicant), on behalf of Megan C. Beach (Property Owner) for review of a Certificate of Appropriateness - HD to allow a second-floor loft renovation to an existing single family detached residence to be located mostly within the existing hip roof and partially within a side shed roof addition. The property is located at 43 Thomas Heyward Street in the Old Town Bluffton Historic District and zoned Neighborhood General-Historic District (NG-HD) district. (COFA-05-25-019752)
(STATUS) 06.09.2025. Application reviewed at June 9 HPRC. Awaiting final submission.
STATUS (07.07.2025): Scheduled for August 6 HPC meeting.

PROJECT NAME: OLD TOWN

COFA-01-24-018816 01/05/2024 22 BRUIN RD ROAD Certificate of Appropriateness Active Katie Peterson

Applicant: Sean Lewis **Owner:** Bertha Wooten

PLAN DESCRIPTION: A request by Greg Harrold, on behalf of the Owner, Bertha Wooten, for a review of a Certificate of Appropriateness - HD to construct a new 1-story single family residence (1,695 SF) with attached Carriage House (697 SF), to be located at 22 Bruin Road, in the Old Town Bluffton Historic district and zoned Neighborhood General- HD zoning District.

1.5.2024: The Application is being reviewed and will be placed on the 1/29/2024 HPRC Agenda.
1.30.24: Comments provided to the applicant. Awaiting final submittal.
(STATUS) 05.13.2025: Final Submittal received Scheduled for June 11 HPC meeting.
STATUS (06.11.2025): Preliminary Final Plan approved with conditions. Awaiting resubmission.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-03-25-019654 | 03/18/2025 | 32 TABBY SHELL RD ROAD | Certificate of Appropriateness | Active | Charlotte Moore

Applicant: Palmetto Star Construction LLC - USE THIS ACCOUNT **Owner:** Scott Ready

PLAN DESCRIPTION: A request by Drew Vann (Palmetto Star Construction), on behalf of owner, Scott Ready, for review of a Certificate of Appropriateness-Historic District, to allow construction of a detached Carriage House of approximately 643 SF located at 32 Tabby Shell Road in the Tabby Roads Development (Lot 17, Parcel R610 039 000 1197 0000). The property is located in the Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).
STATUS (04.28.2025): Reviewed at April 28 HPRC. Awaiting final submission.
STATUS (05.07.2025): Final Plan scheduled for June 11 HPC meeting.
STATUS (06.11.2025) Final Plan approved by HPC with conditions. Awaiting resubmittal.

PROJECT NAME: OLD TOWN

COFA-11-24-019447 | 11/15/2024 | 71 BRIDGE ST STREET | Certificate of Appropriateness | Active | Charlotte Moore

Applicant: Johns, Edwin Jr. **Owner:** Jim & Julie Lewellyn

PLAN DESCRIPTION: A request by Ed Johns, Jr. (LowCountry Custom Built Homes), on behalf of owners, Jim and Julie Lewellyn, for review of a Certificate of Appropriateness - HD to allow the construction of a 2-story main residence of approximately 3412 SF and a 2-story Carriage House of approximately 1196 SF located at 71 Bridge Street (Parcel R610 039 00A 0248 0000) in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-Historic District (NCV-HD).
(12.09.2024): Scheduled for 12.16.2024 HPRC meeting.
(12.16.2024): Main structure size and height too large for district. Revision to be reviewed by HPRC.
STATUS (02.24.2025): Revisions provided; will be scheduled for March 10 HPRC meeting. Rescheduled for March 17.
STATUS (03.17.2025): HPRC review held. Awaiting final plan submission.
STATUS (04.29.2025): Final Plan received. Scheduled for June 11, 2025 HPC meeting.
STATUS (06.11.2025): Preliminary Final Plan approved with conditions that must be satisfied before final approval will be granted.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-04-25-019723 04/24/2025 54 STOCK FARM ROAD Certificate of Appropriateness Active Charlotte Moore

Applicant: Pearce Scott Architects **Owner:** Erik & Paige Blechinger

PLAN DESCRIPTION: A request by Amanda Denmark (Pearce Scott Architects), on behalf of the owners, Erik and Paige Blechinger, for review of a Certificate of Appropriateness-Historic District, to allow construction of a 1.5-story Main Residence (an Additional Building Type) of approximately 3,008 SF and a 1-story detached Carriage House of approximately 602 SF located at 54 Stock Farm Road (Parcel R610 039 000 0324 0000). The property is in Old Town Historic District and zoned Neighborhood Conservation-Historic District (NCV-HD). (COFA-04-25-019626)
(05.10.2025) Application received. Scheduled for HPRC review on May 19.
STATUS (05.20.2025) Reviewed at May 19 HPRC meeting. Awaiting final submission.
STATUS (05.21.2025): The property was readdressed from 43 and 45 Verdier Cove Rd to 54 Stock Farm Rd.

PROJECT NAME: OLD TOWN

COFA-03-25-019642 03/11/2025 89 BRIDGE ST STREET Certificate of Appropriateness Active Charlotte Moore

Applicant: Pearce Scott Architects Inc. - USE THIS ACCOUNT **Owner:** Jamie & Allyn Oliver

PLAN DESCRIPTION: A request by Amanda Denmark (Pearce Scott Architects), on behalf of owners, Jamie and Allyn Oliver, for review of a Certificate of Appropriateness-Historic District, to allow the conversion of an existing single-family residence into a bookstore with an associated icery located at 89 Bridge Street. The property is located in the Old Town Bluffton Historic District and is zoned Neighborhood Conservation-Historic District (NCV-HD).
(04.07.2025) HPRC Review complete (April 7, 2025). Awaiting resubmission and Development Plan Review.
(06.15.2025) Scheduled for July 2, 2025 HPC meeting.
STATUS: (07.02.2025) COFA approved at July 2 HPC meeting. Awaiting final submission.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-08-24-019268	08/02/2024	60 BRUIN RD ROAD	Certificate of Appropriateness	Active	Charlotte Moore

Applicant: Pearce Scott Architects **Owner:** Chris Dalzell

PLAN DESCRIPTION: A request by Sarah Kepple with Pearce Scott Architects, on behalf of the owners, Chris Dalzell and Prestige Worldwide Properties, LLC, for review of a Certificate of Appropriateness - HD to construct a new 2-story Commercial Office structure of approximately 4,220 SF and Commercial Carriage House of approximately 1,100 SF at 60 Bruin Road, Lot 23 in the Tabby Roads Development, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD
Status: Conceptual application is being reviewed and will be placed on the August 26, 2024 HPRC Agenda.
STATUS: HPRC meeting held. Awaiting resubmittal to take back to HPC.
STATUS (12.16.2024): Scheduled for January 8, 2025 HPC meeting.
STATUS (01.08.2025): Final Plan approved with conditions by HPC. Awaiting resubmittal of plan to show conformance.

PROJECT NAME: OLD TOWN

COFA-11-23-018694	11/28/2023	1 BLUE CRAB STREET	Certificate of Appropriateness	Active	Charlotte Moore

Applicant: Court Atkins **Owner:** Palmetto Pops

PLAN DESCRIPTION: A request by Court Atkins Group, on behalf of the owner, April Perez, for a review of a Certificate of Appropriateness - HD to construct a new 2.5 story live/work building of approximately 3,180 SF with business and production facility on the first floor and a 1.5-story residential unit above, and a 2-story Carriage House of approximately 1,060 SF, to be located at 1 Blue Crab Street, Lot 27 in the Tabby Roads Development, in the Old Town Bluffton Historic district and zoned Neighborhood General - HD zoning District.
Status: Application is on HOLD. See attached email.
STATUS 5.10.2024: Hold has been removed and application has been placed on the May 20, 2024 HPRC Agenda.
Status 5.21.2024: Application was heard at the May 20th HPRC meeting where comments were provided to the applicant. Awaiting final submittal.
STATUS (11.06.2024): Scheduled for December HPC meeting.
STATUS (12.04.2024): Application approved with conditions at 12.04.2024 HPC meeting. Awaiting resubmittal addressing conditions.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-01-25-019522	01/03/2025	15 MERIWETHER COURT	Certificate of Appropriateness	Active	Charlotte Moore

Applicant: MHB, LLC **Owner:** BFL Builders, LLC

PLAN DESCRIPTION: A request by BFL Builders, owner and applicant, for review of a Certificate of Appropriateness-Historic District, to allow construction of a single-family residence of approximately 1,637 SF and an attached Carriage House of approximately 840 SF located at 15 Meriwether Court in the Landon Oaks Development (Parcel R610 039 00A 0388 000). The property is in Old Town Historic District and is zoned Neighborhood General-Historic District (NG-HD).
(04.17.2025): Scheduled for May 5, 2025 HPRC meeting
STATUS (05.06.2025): Reviewed at May 5 HPRC meeting. Awaiting Final Plan submission.
STATUS (06.11.2025): Reviewed at HPC meeting and continued to the July 2 HPC meeting.
STATUS (07.02.2025): Tabled at the July 2 HPC by the applicant.

PROJECT NAME: OLD TOWN

Historic District - Demolition

COFA-04-25-019719	04/23/2025	34 THOMAS HEYWARD ST STREET	Certificate of Appropriateness	Active	Glen Umberger

Applicant: Jason Alexander **Owner:** Jason Alexander

PLAN DESCRIPTION: A request by Jason Alexander, Applicant and Property Owner, for review of a Certificate of Appropriateness-Historic District-Demolition, to allow the demolition of an existing house located at 34 Thomas Heyward Street (Parcel R610 039 00A 0223 0000). The cottage is a Contributing Resource to the Old Town Bluffton Historic District and is known as the Nellie and Leroy Brown Cottage. The property is zoned Neighborhood Conservation-Historic District (NCV-HD).
STATUS (05.15.2025): Concept Plan to be reviewed by the HPRC on May 27.
STATUS (06.05.2025) Application will be heard by the HPC at their regularly scheduled meeting on July 2, 2025. STATUS (07.02.2025) HPC voted to delay a decision for 60 days for applicant to obtain a conditions assessment report; item will be heard in August HPC meeting

PROJECT NAME: OLD TOWN

Total Certificate of Appropriateness Cases: 27

Comprehensive Plan Amendment

Comprehensive Plan Amendment

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Comprehensive Plan Amendment

COMP-01-24-018844	01/11/2024		Comprehensive Plan Amendment	Active	Aubrie Giroux

Applicant: University Investments **Owner:** University Investments

PLAN DESCRIPTION: Town Comprehensive Plan Amendment of the Future Land Use Map. This application is associated and will run concurrently with University Investment's applications for annexation, rezoning, Buckwalter PUD Text Amendment to create a new Land Use Tract to be known as Grande Oaks Commons, Buckwalter Development Agreement Amendment, and Buckwalter Concept Plan Amendment for parcels 12D, 14A, 14 & 16 which are currently part of the Grande Oaks PUD and located at the NW corner of the intersections of Buckwalter Pkwy and Lake Point Drive. This application is associated with the following requests; ANNX-11-23-018624, CPA-01-24-018845, ZONE-01-24-018840 (Map), ZONE-02-24-018991 (Text), and DAA-01-24-018842.

STATUS: Comments on the associated Concept Plan Amendment were heard at the March 27, 2024 meeting of the DRC.
STATUS: This request was heard at the May 22, 2024, Planning Commission Meeting as a Public Workshop item.
STATUS: The Public Hearing for the zoning map amendment and comprehensive plan amendment was held at the July 24, 2024, Planning Commission meeting.
STATUS: The Ordinance 1st Reading took place at the September 10, 2024 Town Council Meeting.
STATUS: The Ordinance 2nd Reading and final reading was approved at the November 12, 2024 Town Council meeting.

PROJECT NAME:

Total Comprehensive Plan Amendment Cases: 1

Concept Plan Amendment

Concept Plan Amendment

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Concept Plan Amendment

CPA-11-24-019441 11/08/2024 Concept Plan Amendment Active Dan Frazier

Applicant: Lauren Niemiec **Owner:** MFH LAND, LLC

PLAN DESCRIPTION: Applicant is requesting to convert commercial development to allocate for residential development for property owner by MFH Land, LLC with the community of New Riverside Village. The owner would like to convert seven and 29/100 acres of its commercial development into additional twenty-nine (29) units of residential allocation allowed by right under the terms of the Jones Estate Development Agreement and the New Riverside Concept Plan, both as amended, and the Partial Assignment of Development Right's and Obligations under Concept Plan.

PROJECT NAME: NEW RIVERSIDE VILLAGE

CPA-05-25-019741 05/08/2025 335 BUCKWALTER PKWY PARKWAY Concept Plan Amendment Active Dan Frazier

Applicant: Livewell Terrace, LP **Owner:** Beaufort County Memorial Hospital

PLAN DESCRIPTION: 120 Unit Affordable Aparment Complex and 6000SF Medical Office Building.

PROJECT NAME:

Total Concept Plan Amendment Cases: 2

Dev Agreement Amendment

PUD

DAA-05-25-019739 05/08/2025 335 BUCKWALTER PKWY PARKWAY Dev Agreement Amendment Active Dan Frazier

Applicant: Livewell Terrace, LP **Owner:** Beaufort County Memorial Hospital

PLAN DESCRIPTION: 120 Unit Affordable Aparment Complex and 6000SF Medical Office Building.

PROJECT NAME:

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Dev Agreement Amendment

DAA-02-25-019617 02/26/2025 380 FORDING ISLAND RD ROAD Dev Agreement Amendment Active Dan Frazier

Applicant: Beaufort County School District **Owner:** Indian Hill Associates LLC

PLAN DESCRIPTION: Amendment to the terms and obligations for the construction of the future North South Connector Road as established by the Buckwalter Development Agreement & Concept Plan 9th Amendment and other terms deemed necessary for certain properties located at 380 Fording Island Rd that are part of the Willow Run Tract which the Beaufort County School District has under contract.

PROJECT NAME:

DAA-11-24-019440 11/08/2024 Dev Agreement Amendment Active Dan Frazier

Applicant: Lauren Niemiec **Owner:** MFH LAND, LLC

PLAN DESCRIPTION: Applicant is requesting to convert commercial development to allocate for residential development for property owner by MFH Land, LLC with the community of New Riverside Village. The owner would like to convert seven and 29/100 acres of its commercial development into additional twenty-nine (29) units of residential allocation allowed by right under the terms of the Jones Estate Development Agreement and the New Riverside Concept Plan, both as amended, and the Partial Assignment of Development Right's and Obligations under Concept Plan.

PROJECT NAME:

Total Dev Agreement Amendment Cases: 3

Development Plan

Development Plan

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-10-23-018541 10/05/2023 3000 BIG HOUSE PLANTATION ROAD Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:**

PLAN DESCRIPTION: A request by Drew Lonker of Thomas & Hutton, on behalf of Palmetto Bluff Uplands, LLC, for approval of a preliminary development plan. The project consists of general clearing, installation of water and sewer utilities, 2 sanitary sewer pump stations, dry utilities, storm drainage infrastructure and a pervious paver roadway to serve the proposed 31 single-family residential lots. The property is zoned Palmetto Bluff Planned Unit Development and consists of +/- 52.8 acres identified by tax map numbers R614 057 000 0001 0000 and R614 058 000 0001 0000, located east of the intersection of Old Anson Road and Bighouse Plantation Road, and includes Long Island and the adjacent causeway.
STATUS 11/9/23: Staff comments on the preliminary development plan application were heard at the November 8, 2023, meeting of the DRC. Awaiting final development plan submittal.

PROJECT NAME: Palmetto Bluff

DP-02-25-019603 02/19/2025 Development Plan Active Dan Frazier

Applicant: University Investments LLC **Owner:** University Investments

PLAN DESCRIPTION: A request by Jake Reed on behalf of University Investments, LLC for approval of a Preliminary Development Plan application. The project consists of two commercial buildings with associated infrastructure. The property is within the Buckwalter PUD consists of approximately 8.8 acres identified by tax map number R610 030 000 0116 0000 and located at east of Buckwalter Parkway south of Buckwalter Towne Boulevard.
STATUS: This item was heard at the March 26, 2025 Development Review Committee meeting.
STATUS: This item was conditionally approved at May 28, 2025 Planning Commission meeting subject to the following:
1. Provide an exhibit at time of final development plan submittal that illustrates how a future alignment of Bluffton Parkway (80-ft right-of-way) could be built on the subject property with the currently proposed Parcel 11A site plan layout.

PROJECT NAME:

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-02-23-017662 | 02/09/2023 | 1215 MAY RIVER ROAD | Development Plan | Active | Dan Frazier

Applicant: Ward Edwards, Inc. - USE THIS ACCOUNT **Owner:** ERB Enterprises, LLC

PLAN DESCRIPTION: A request by Anna Petitgout of Ward Edwards Engineering on behalf of Ed Goeas of ERB Enterprises LLC for approval of a preliminary development plan application. The applicant proposes to construct site infrastructure, including an internal streetscape, drives, parking, walks, utilities, drainage, and stormwater to serve four mixed-use lots, one commercial lot and four residential lots. The subject property contains three lots zoned Neighborhood General – HD (NG-HD), one lot zoned Neighborhood Core (NC), and two lots zoned Residential General (RG) and consists of 3.43 acres identified by tax map numbers R610 039 000 0114 0000, R610 039 000 0093 0000, R610 039 000 0094 0000, R610 039 000 0095 0000, R610 039 000 0096 0000, R610 039 000 0107 0000 located at 1203 – 1217 May River Road and 15 - 19 Jason Street,
STATUS: Comments on the preliminary development plan were reviewed at the June 14, 2023, meeting of the DRC.
STATUS: The preliminary development plan was approved at the September 27, 2023, Planning Commission meeting. Awaiting final development plan submittal.
STATUS: The final development plan was heard at the July 10, 2024 meeting of the DRC.
STATUS: A final development plan resubmittal was received on 9/10/24.
STATUS 4/21/25: The project is awaiting an approved SCDOT Encroachment Permit.

PROJECT NAME: VAUX PROPERTY

DP-03-25-019635 | 03/10/2025 | 21 MAIDEN LN LANE | Development Plan | Active | Dan Frazier

Applicant: Sturre Engineering **Owner:** Hinton Vacation Properties

PLAN DESCRIPTION: A request by Sturre Engineering, on behalf of Hinton Vacation Properties for approval of a Preliminary Development Plan application. The project proposes the development of a 10 (10) lot mixed-use subdivision containing eight (8) single family residential lots and two mixed used lots with common open space and associated infrastructure. The properties are zoned Neighborhood General - Historic District (NG-HD) and consists of 3.58 acres identified by tax map numbers R610 039 00A 0042 0000 and R610 039 00A 042A 0000 located south of Bruin Road west of Pritchard Street.
STATUS: This item was heard at the April 9, 2025, Development Review Committee meeting.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-09-23-018499 09/21/2023 26 BRUIN RD ROAD Development Plan Active Dan Frazier

Applicant: Maria Drawdy **Owner:** Alljoy DC, LLC

PLAN DESCRIPTION: A request by Maria Drawdy on behalf of Troy Derda for approval of a preliminary land development application. The project consists of a two story building with a donut shop on the first floor and a residential unit on the second floor, associated parking and infrastructure. The property is identified by tax map number R610 039 00A 0416 0000 and consists of .21 acres located at 26 Bruin Road in the Neighborhood General Historic District.

STATUS: Comments on the preliminary development plan were heard at the October 25, 2023 DRC Meeting.
STATUS: The preliminary development plan was resubmitted on 11/20/23.
STATUS: The Preliminary Development Plan was approved at the 12/20/23 Planning Commission Meeting. Awaiting final development plan submittal.

PROJECT NAME: OLD TOWN

DP-10-24-019406 10/16/2024 Development Plan Active Dan Frazier

Applicant: William Heintz **Owner:** Rolling Dough Properties LLC

PLAN DESCRIPTION: A request by William Heintz of Kimley-Horn, on behalf of Rolling Dough Properties, LLC, for approval of a Preliminary Development Plan. The project consists of a 4,400 SF quick service restaurant with associated parking and infrastructure. The property is zoned Buckwalter PUD and consists of approximately 1.52 acres identified by tax map number R610 030 000 2002 000 and located at the southeast corner of Buckwalter Place Blvd and Innovation Drive within the Buckwalter Place Master Plan.
STATUS: This application was heard at the November 20, 2024 Development Review Committee meeting.
STATUS: The preliminary development plan application was approved at the January 22, 2025, Planning Commission meeting. Awaiting final development plan submittal.

PROJECT NAME: Buckwalter

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-05-23-018081 05/23/2023 Development Plan Active Dan Frazier

Applicant: Sturre Design & Development, LLC **Owner:**

PLAN DESCRIPTION: A request by Jen Townsley of Palmetto Coastal Landscaping, on behalf of Hampton Lake Community Association, Inc., for the approval of a preliminary Development Plan. The project proposes to construct an enclosed storage area including a gravel storage yard, gravel access drive, stormwater BMP, and water service to utilize as vehicle and equipment storage for landscaping operations. The property is zoned Buckwalter PUD and consists of approximately 10.9 acres, identified by tax map number R614-029-000-1985-0000 located on Parklands Drive within the Brightwater Master Plan.

STATUS: Staff comments were heard at the June 28, 2023, meeting of the DRC. Awaiting re-submittal.
STATUS: The preliminary development plan was resubmitted on 11/22/23.
STATUS: The Preliminary Development Plan was approved at the 12/20/23 Planning Commission Meeting. Awaiting final development plan submittal.

PROJECT NAME:

DP-08-22-017074 08/12/2022 Development Plan Active Dan Frazier

Applicant: Thomas & Hutton **Owner:**

PLAN DESCRIPTION: A request by Michael Hughes of Thomas & Hutton on behalf of May River Forest, LLC for approval of a development plan. The project consists of the general clearing, installation of utilities, drainage, grading and paving for +/- 5 miles of Old Anson Road beginning near the intersection of Old Moreland Road and Big House Landing Road and terminating on Big House Island near the Anson Marina. The property is zoned Palmetto Bluff PUD and consists of approximately 110.0 acres identified by tax map numbers R614 046 000 0062 0000, R614 052 000 0059 0000, R614 045 000 0024 0000, R614 045 000 0026 0000, and R614 057 000 0001 0000 located within the Palmetto Bluff Master Plan.
STATUS: Staff comments were reviewed at the September 14, 2022 meeting of the DRC.
STATUS: The final development plan application was submitted on May 19, 2023. Comments on the FDP submittal were reviewed at the June 21, 2023, meeting of the DRC. Awaiting re-submittal addressing FDP Staff Comments.

PROJECT NAME:

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-02-25-019581 02/04/2025 335 BUCKWALTER PARKWAY Development Plan Active Dan Frazier

Applicant: Carolina Engineering Consultants, Inc. **Owner:** Beaufort County

PLAN DESCRIPTION: A request by Livewell Terrace LP on behalf of property owner Beaufort County for approval of a Preliminary Development Plan. The project consists of the construction of a 120-unit apartment complex with a leasing office and future medical building and associated infrastructure. The property is zoned Buckwalter Planned Unit Development (PUD) and consists of approximately 10.09 acres identified by tax map number R610 030 000 0712 0000 within the Buckwalter Commons Phase 1 Master Plan.
STATUS: This application will be heard at the July 7, 2025 Development Review Committee meeting.

PROJECT NAME: Buckwalter

DP-03-25-019673 03/27/2025 121 BURNT CHURCH RD ROAD Development Plan Active Dan Frazier

Applicant: Anthony Morse **Owner:** My-Nash Realty Corp

PLAN DESCRIPTION: A request by Anthony Morse on behalf of the property owner My-Nash Realty Corp for review of a preliminary development plan. The project consists of a 4,464 SF commercial building with drive through, parking and associated infrastructure. The property is zoned Neighborhood Core (NC) and consists of approximately 0.83 acres identified by tax map number R610 040 000 0164 0000 and located within the Highway Corridor Overlay District.
STATUS: The preliminary development plan was reviewed at the May 21, 2025, DRC Meeting.
STATUS: This item was heard and tabled at the June 25, 2025 Planning Commission meeting.

PROJECT NAME: LEE/BURNT CHURCH RD

DP-03-25-019666 03/24/2025 2901 MAY RIVER XING CROSSING Development Plan Active Dan Frazier

Applicant: Angelina Makowski **Owner:** First Chatham Bank

PLAN DESCRIPTION: A request by Angelina Makowski of BDG Architects on behalf of property owner, First Chatham Bank, for approval of a Preliminary Development Plan application. The project consists of the construction of a new freestanding 2,609 SF bank facility with associated parking, landscaping, and infrastructure. The property is within the Jones Estate Planned Unit Development (PUD) consists of 1.33 acres identified by tax map number R610 036 000 3213 0000 within the May River Crossing Master Plan north of May River Road east of May River Crossing.
STATUS: This application was heard at the April 30, 2025 Development Review Committee meeting.
STATUS: This application was heard at the June 25, 2025 Planning Commission meeting.

PROJECT NAME: TOWNE CENTRE AT NEW RIVERSIDE

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-10-24-019391 10/10/2024 Development Plan Active Dan Frazier

Applicant: Ward Edwards, Inc. - USE THIS ACCOUNT **Owner:** Eric Zwilsky

PLAN DESCRIPTION: A request by Brad Buss of Ward Edwards Inc., on behalf of Eric Zwilsky of 1 Corinthians, LLC, for approval of a Preliminary Development Plan. The project consists of a 15,400 SF basketball-focused fitness facility with associated access, parking, utilities and stormwater infrastructure. The property is zoned General Mixed Use (GMU) and consists of approximately 6.0 acres identified by tax map numbers R610 031 000 0212 0000 and R610 031 000 0173 0000.
STATUS: This item was heard at the November 13, 2024 Development Review Committee meeting.
STATUS: This request has been added to the December 18, 2024 Planning Commission agenda.
STATUS: The Preliminary Development Plan was APPROVED. Awaiting final development plan submittal.

PROJECT NAME: WESTBURY PARK COMMERCIAL

DP-10-24-019407 10/18/2024 45 CAMP EIGHT ROAD Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:** Palmetto Bluff Uplands, LLC / May River Forest, LLC

PLAN DESCRIPTION: Palmetto Bluff is continuing development with the Commissary Campus. The project is located within the Palmetto Bluff PUD at the southwestern corner of the Old Moreland Road and Laurel Oak Bay Road intersection, north of The Farm.
The project area includes parcels R614-045-000-0026-0000 and R614-046-000-0062-0000.The total project area is +/- 38.4 acres. The Project scope shall consist of general clearing, grading, water, storm, and sewer infrastructure, and parking areas to serve the commissary kitchen building, storage structure, and future development within the project area.

PROJECT NAME: PALMETTO BLUFF PHASE 1

DP-06-25-019799 06/16/2025 Development Plan Active Dan Frazier

Applicant: Moore Civil Consulting, Inc. **Owner:** Girishkumar Patel

PLAN DESCRIPTION: A request by Girishkumar Patel for approval of a Preliminary Development Plan application. The project consists of the construction of a 6,000 SF convenience store, fueling station with associated infrastructure. The property is within the Village at Verdier Planned Unit Development (PUD) consists of 5.46 acres identified by tax map numbers R610 021 000 0652 0000 and R610 021 000 0824 0000 at the intersection of HWY 170 and Seagrass Station Road.
STATUS: This item will be heard at the July 23, 2025 Development Review Committee meeting.

PROJECT NAME:

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-04-25-019712 04/15/2025 89 BRIDGE STREET Development Plan Active Dan Frazier

Applicant: Witmer Jones Keefer Ltd. **Owner:** Jamie & Allyn Oliver

PLAN DESCRIPTION: A request by Jonathan Marsh of Witmer Jones Keefer, Ltd., on behalf of property owners Jamie and Allyn Oliver for approval of a Preliminary Development Plan. The project consists of the renovation of the existing 1,769 SF residential structure into a proposed bookstore and icery with associated parking and infrastructure. The property is zoned Neighborhood Conservation - Historic District (NC-HD) and consists of approximately 0.3 acres identified by tax map number R610 039 00A 0324 0000 and located at 89 Bridge Street in Old Town Bluffton Historic District.
STATUS: This item was heard at the May 21, 2025 Development Review Committee meeting.
STATUS: This item was approved at the June 25, 2025 Planning Commission meeting. Awaiting resubmittal.

PROJECT NAME: OLD TOWN

DP-03-24-019066 03/26/2024 9 BRUIN ROAD Development Plan Active Dan Frazier

Applicant: Witmer Jones Keefer Ltd. **Owner:** Eugene Marks

PLAN DESCRIPTION: A request by Jonathan Marsh of Witmer Jones Keefer, Ltd, on behalf of the property owner, Eugene Marks of JOHA LLC, for approval of a preliminary development plan. The project proposes the installation of site infrastructure including internal drive, access, parking, walks, utilities, drainage, and stormwater infrastructure to support one existing residential unit and the future development of three mixed-use commercial lots and two mixed-use carriage houses for a combined total square footage of +/- 19,100 SF. The property is zoned Neighborhood Commercial – Historic District (NC-HD) and consists of approximately 0.79 acres identified by tax map number R610 039 00A 0021 0000 located at the northeast corner of Bluffton Road and Bruin Road.
Status: Staff comments on the preliminary development plan was heard at the May 1, 2024, meeting of the DRC.
Status: The preliminary development plan application was approved at the June 26, 2024 Planning Commission agenda. Awaiting final development plan submittal.

PROJECT NAME: OLD TOWN

DP-06-25-019796 06/10/2025 Development Plan Active Dan Frazier

Applicant: Kathleen Duncan **Owner:** Speyside Partners LLC

PLAN DESCRIPTION: A request by Kathleen Duncan of J.K. Tiller Associates, Inc. on behalf of David Johnson of Speyside Partners LLC for approval of a Preliminary Development Plan. The project consists of the construction of a two-story day care building with associated infrastructure. The property is zoned Buckwalter Planned Unit Development (PUD) and consists of approximately 1.6 acres identified by tax map number R614 022 000 1128 0000 within the Washington Square Master Plan.
STATUS: This item was heard at the July 9, 2025 Development Review Committee meeting.

PROJECT NAME: WASHINGTON SQUARE

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-01-25-019535 01/13/2025 Development Plan Active Dan Frazier

Applicant: R. Stewart Design, LLC **Owner:** Olympia Rymko

PLAN DESCRIPTION: A request by Randolph Stewart , on behalf of Olympia Rymko for approval of a Preliminary Development Plan application. The project consists of lots, each with one mixed use building and one carriage house with associated infrastructure. The property is zoned Neighborhood Center - Historic District and consists of approximately 0.29 acres identified by tax map numbers R610 039 00A 0254 0000 and R610 039 00A 0385 0000 located on the northeast corner of Boundary Street and Green Street.
STATUS: This item was heard at the February 19, 2025 Development Review Committee meeting. Awaiting Resubmittal.
STATUS: A resubmittal was received on 4/15/25. The project is tentatively scheduled to be heard at the May 28, 2025, Planning Commission meeting.
STATUS: The application was heard and withdrawn at the May 28, 2025 Planning Commission meeting. Awaiting resubmittal.

PROJECT NAME: OLD TOWN

DP-06-24-019163 06/06/2024 87 SIMMONSVILLE ROAD Development Plan Active Dan Frazier

Applicant: Carolina Engineering Consultants, Inc. **Owner:** One Bluff Park LLC

PLAN DESCRIPTION: A request by David Karlyk, PE of Carolina Engineering, on behalf of One Bluff Park for approval of a Preliminary Development Plan. The project consists of constructing a 4,265 sq. ft. automated car wash with associated parking and infrastructure. The property is zoned Shultz PUD and consists of approximately 1.49 acres identified by tax map number R610 031 000 1691 0000 and located at the northeast corner of Bluffton Parkway and Simmonsville Road within the Bluffton Park Master Plan.
STATUS: The preliminary development plan was heard at the Development Review Committee meeting on July 17, 2024. A resubmittal was provided on July 22, 2024.
STATUS: The Preliminary Development Plan was approved at the 8/28/24 Planning Commission Meeting. Awaiting final DP submittal.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

DP-06-25-019806 06/18/2025 1271 MAY RIVER RD ROAD Development Plan Active Dan Frazier

Applicant: Kathleen Duncan **Owner:** Sharan Patel

PLAN DESCRIPTION: A request by Kathleen Duncan of J.K. Tiller Associates, Inc. on behalf of property owner Sharan Pyari Patel for approval of a Preliminary Development Plan application. The project consists of the construction of a 5,259 SF mixed use building and one (1) 1,200 SF carriage house with associated infrastructure. The property is zoned Neighborhood General - Historic District (NG-HD) consists of 0.34 acres identified by tax map numbers R610 039 000 0557 0000 within the Old Town Bluffton Historic District.
STATUS: This item will be heard at the July 23, 2025 Development Review Committee meeting.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-04-25-019716 | 04/18/2025 | 201E MIDPOINT BOULEVARD | Development Plan | Active | Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:**

PLAN DESCRIPTION: A request by John Paul Moore of Thomas and Hutton on behalf of Sam Bellock of Pulte Home Company for approval of a preliminary development plan application. The project consists of 66 single family residential lots, open space, and associated infrastructure. The property is zoned New Riverside Planned Unit Development and consists of approximately 33.0 acres identified by tax map number R610 044 000 0012 0000 located within the Midpoint at New Riverside Concept Master Plan.
STATUS: This Preliminary Development Plan will be heard at the May 21, 2025 Development Review Committee meeting.

PROJECT NAME: MIDPOINT AT NEW RIVERSIDE

DP-06-22-016804 | 06/01/2022 | 6201 JENNIFER CT | Development Plan | Active | Dan Frazier

Applicant: Witmer-Jones-Keefer, Ltd. **Owner:** Michael Bradley Holdings, LLC

PLAN DESCRIPTION: A request by Witmer Jones Keefer, Ltd for approval of a preliminary development plan application. The project proposes the construction of a ±50,000 SF two-story building that includes a +/-20,000 square foot production brewery, and a +/-30,000 square foot space allocated to restaurant tenants, retail tenants, business offices, and a tasting room. The property is zoned Neighborhood Core (NC), identified by tax map numbers R610 039 000 0021 0000, R610 039 000 0756 0000, and R610 039 000 0757 0000 and located on three existing lots on Jennifer Court at the intersection of Buck Island Road and May River Road.
STATUS UPDATE: Staff comments were heard at the July 6 meeting of the DRC.
STATUS UPDATE: The application was approved with conditions at the August 24, 2022, Planning Commission meeting.
STATUS UPDATE: Staff comments on the final development plan were heard at the November 30, 2022 meeting of the DRC.
STATUS UPDATE: Final development plans were resubmitted on December 7, 2023.
STATUS UPDATE: Staff provided the applicant with comments on the final development plan re-submittal on December 22, 2023.
STATUS: Awaiting resubmittal.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-03-24-019067 | 03/26/2024 | 2800 MAY RIVER CROSSING | Development Plan | Active | Dan Frazier

Applicant: Ryan Lyle **Owner:** First Chatham Bank

PLAN DESCRIPTION: A request by Ryan Lyle of Davis & Floyd, Inc on behalf of Russell Baxley of Beaufort Memorial Hospital for approval of a preliminary development plan. The project consists of the construction of a 5,000 SF medical office building with associated parking and pedestrian access. The property is zoned Jones Estate Planned Unit Development and consists of approximately 1.37 acres identified by tax map number R610 036 000 3212 0000 and located within the May River Crossing Master Plan.
Status: Staff comments on the preliminary development plan were heard at the May 1, 2024, meeting of the DRC. Resubmittal was made 5/14/24 for June 26, 2024 Planning Commission consideration.
Status: The preliminary development plan application was conditionally approved at the June 26, 2024 Planning Commission meeting. Awaiting final development plan submittal.

PROJECT NAME: May River Crossing

DP-08-23-018338 | 08/01/2023 | 1 JCS COVE | Development Plan | Active | Dan Frazier

Applicant: Sturre Design & Development, LLC **Owner:** James Saba

PLAN DESCRIPTION: A request by Nathan Sturre of Sturre Engineering on behalf of the property owner James Saba, for approval of a preliminary development plan application. The project proposes the construction of a 2,786 SF recreation building to serve the six (6) single family residences at JC's Cove. The property is zoned Agriculture (AG) and consists of 1.53 acres identified by tax map number R610 039 000 1129 0000 located on the south side of May River Road approximately 1,200 feet east of Buck Island Road.
STATUS: Staff comments on the preliminary development plan was reviewed at the September 6, 2023 meeting of the DRC.
STATUS: The preliminary development plan was heard at the September 27, 2023, Planning Commission meeting. Conceptual COFA was heard at the 2/21/24 DRC meeting. Awaiting final development plan submittal.

PROJECT NAME: JC'S COVE

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-09-24-019351 09/19/2024 45 CAMP EIGHT ROAD Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:** Palmetto Bluff Uplands, LLC / May River Forest, LLC

PLAN DESCRIPTION: A request by Drew Lonker of Thomas and Hutton on behalf of May River Forest, LLC for approval of a Preliminary Development Plan. The project consists of 59 single family residential lots and associated infrastructure. The property is zoned Palmetto Bluff Planned Unit Development and consists of approximately 80.1 acres identified by tax map number R614 045 000 0026 0000, R610 045 000 0576 0000, R614 046 000 0062 0000, R614 046 000 0401 0000 located at the intersection of Old Moreland Road and Laurel Oak Bay Road within the Palmetto Bluff Tract Master Plan.

STATUS: This item was heard at the October 23, 2024 Development Review Committee Meeting. Awaiting final development plan submittal.

PROJECT NAME: PALMETTO BLUFF PHASE 1

DP-07-24-019259 07/30/2024 1W WHITEHOUSE PLANTATION ROAD Development Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:** Will Howard

PLAN DESCRIPTION: A request by Drew Lonker of Thomas & Hutton, on behalf of Palmetto Bluff Uplands, LLC for approval of a Preliminary Development Plan. The project scope consists of general clearing, installation of water and sewer utilities, a sanitary sewer pump station, dry utilities, storm drainage infrastructure and a asphalt roadway to serve the proposed 12 single-family residential lots. The property consists of approximately 27.35 acres identified by tax map numbers R614 045 000 0024 0000 and R614 046 000 0062 0000 and located within the Palmetto Bluff PUD.
STATUS: This item was heard at the September 4, 2024 Development Review Committee meeting. Awaiting resubmittal.

PROJECT NAME:

DP-02-25-019597 02/14/2025 11 GRASSEY LANE Development Plan Active Dan Frazier

Applicant: Sturre Design & Development, LLC **Owner:** Cornerstone Church

PLAN DESCRIPTION: A request by Sturre Engineering on behalf of Cornerstone Church for approval of a Preliminary Development Plan application. The project consists of site improvements to accommodate a new assembly hall and offices for church operations including stormwater, parking and associated infrastructure. The property is zoned Agricultural (AG) and Rural Mixed Use (RMU) and consists of approximately 41.3 acres identified by tax map number R610 036 000 0014 0000 and located south of May River Road approximately 600 feet east of Stardust Lane.
STATUS: This item was heard at the March 26, 2025 Development Review Committee meeting.
STATUS: This item was heard at the April 23, 2025 Planning Commission Meeting.

PROJECT NAME: NEW RIVERSIDE VILLAGE

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

Public Project

DP-04-25-019705 | 04/14/2025 | 62 OLD PALMETTO BLUFF RD ROAD | Development Plan | Active | Dan Frazier

Applicant: BJWSA **Owner:** BJWSA

PLAN DESCRIPTION: A request by Beth Lowther on behalf of Beaufort-Jasper Water & Sewer Authority (BJWSA) for approval of a Public Project. The project consists of the installation of approximately 18,225 linear feet of HDPE low pressure sewer lines and 12,200 linear feet of water lines and related infrastructure to provide service to 39 properties. The properties located within Town of Bluffton jurisdiction are zoned Planned Unit Development (PUD) and located within the May River Road, Stoney Creek Drive, Palmetto Bluff Road, and associated side streets right-of-way.
STATUS: This Public Project (Phase 1) application was heard at the April 30, 2025 Development Review Committee Meeting.
STATUS 5/1/25: SCIIP May River/Stoney Creek Water & Sewer Improvements Phase 1 (Public Project) is APPROVED.
STATUS: SCIIP May River/Stoney Creek Water & Sewer Improvements Phase 2 was heard at the June 4, 2025 DRC Meeting.

PROJECT NAME:

DP-10-24-019422 | 10/30/2024 | 72 BRIDGE ST STREET | Development Plan | Active | Dan Frazier

Applicant: Kathleen Duncan **Owner:** Town of Bluffton

PLAN DESCRIPTION: A request by Kathleen Duncan of J.K. Tiller Associates, on behalf of the Town of Bluffton, for the approval of a Public Project. The project proposes the redevelopment of the Sarah Riley Hooks Cottage. The property is identified by tax map numbers R610 039 00A 159B 0000, R610 039 00A 159A 0000, and R610 039 00A 0159 0000, consists of 0.948 acres and is located at 76 Bridge Street in the Neighborhood General Historic District.
STATUS: This item was heard at the November 27, 2024 Development Review Committee meeting.
STATUS: Meadors, Inc. provided architectural drawings for the demolition of the Contributing Resource and the construction of a new structure using as much historic material as possible will be heard for comment only at the February 5, 2025 Historic Preservation Commission meeting.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-11-24-019435 11/04/2024 74 BRIDGE ST STREET Development Plan Active Dan Frazier

Applicant: Town of Bluffton **Owner:** Town of Bluffton

PLAN DESCRIPTION: A request by Constance Clarkson on behalf of the Town of Bluffton for the approval of a Public Project application. The project consists of roadway, sidewalk, parking and drainage improvements in the Bridge Street right-of-way in Old Town Bluffton.
STATUS: This item was heard at the December 18, 2024 Development Review Committee meeting.

PROJECT NAME: OLD TOWN

Total Development Plan Cases: 30

Development Plan Amendment

NA

DPA-04-25-019691 04/08/2025 190 GOETHE ROAD Development Plan Amendment Active Dan Frazier

Applicant: Witmer Jones Keefer Ltd. **Owner:** James Fraser

PLAN DESCRIPTION: A request by Witmer Jones Keefer, Ltd., on behalf of property owner James C. Frazer, Jr., for approval of a Development Plan Amendment. The project consists of the addition of parking, landscaping, and ADA accessibility to the existing restaurant. The property is zoned Neighborhood Core identified by tax map number R610 039 00A 0093 0000 located at 196 Goethe Road.
STATUS: This item will be heard at the May 14, 2025 Development Review Committee meeting.

PROJECT NAME: SCHULTZ/GOETHE RD

Total Development Plan Amendment Cases: 1

Master Plan

NA

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Master Plan

MP-01-25-019524 01/03/2025 Master Plan Active Dan Frazier

Applicant: Thomas & Hutton - USE THIS ACCOUNT **Owner:** University Investments LLC

PLAN DESCRIPTION: A request by Jake Reed of University Investments, LLC, for approval of an Initial Master Plan application. The project will be developed in accordance with the standards set forth in the Buckwalter PUD Concept Plan and exact locations of buildings, roads, open space, and associated infrastructure may vary at the time of Development Permit applications based on market conditions and environmental constraints. The property is zoned Buckwalter PUD and consists of approximately 114.55 acres identified by tax map numbers R610 029 000 0611 0000, R610 029 000 2343 0000, R610 029 000 2344 0000, R600 029 000 2410 0000, R600 029 000 2487 0000, R600 029 000 0014 0000, and R600 029 000 2484 0000 and located at the southwest corner of the intersection of Buckwalter Parkway and Bluffton Parkway. STATUS: This Initial Master Plan application was heard at the February 12, 2025 Development Review Committee meeting.
STATUS: The applicant resubmitted on February 26, 2025. At the March 26, 2025 Planning Commission meeting, the Planning Commission recommended conditional approval to the Town Council.

PROJECT NAME:

Total Master Plan Cases: 1

Subdivision Plan

General

SUB-07-25-019835 07/11/2025 32 HILDEBRAND Subdivision Plan Active Dan Frazier

Applicant: Alexander Graham **Owner:** Alexander Graham

PLAN DESCRIPTION: Subdivision from one lot to two

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Subdivision Plan

SUB-02-25-019578	02/04/2025	149 SIMMONSVILLE RD ROAD	Subdivision Plan	Active	Dan Frazier

Applicant: Jason Frazier **Owner:** Benjamin & Leah Frazier

PLAN DESCRIPTION: A request by Jason Frazier on behalf of Benjamin Frazier for the approval of a Subdivision application. The project consists of the subdivision of a single lot into three lots with associated access and utility easements. The property is zoned Residential General (RG) identified by tax map number R600 031 000 0168 0000 and consists of approximately 0.91 acres located on Simmonsville Road.
STATUS: This item was heard at the March 12, 2025 Development Review Committee meeting.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Total Subdivision Plan Cases: 2

Zoning Action

UDO Text Amendment

ZONE-09-24-019360	09/24/2024	41 THOMAS HEYWARD ST STREET	Zoning Action	Active	Charlotte Moore

Applicant: Keith Fisher **Owner:**

PLAN DESCRIPTION: Request for inclusion of carports in the UDO.
STATUS 09.24.2024: Requires a pre-application meeting. Staff will contact applicant.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Zoning Action

ZONE-03-18-011836 03/26/2018 Zoning Action Active Kevin Icard

Applicant: Town of Bluffton **Owner:** Town of Bluffton

PLAN DESCRIPTION: A request by the Unified Development Ordinance Administrator for consideration of revisions to the following sections of the Town of Bluffton's Municipal Code of Ordinances, Chapter 23, Unified Development Ordinance:

1.1.8 Activities That Do Not Constitute Development; 2.2 Establishment; 3.2 General Application Approval Process; 3.9 PUD Master Plan; 3.18 Certificate of Appropriateness – Historic District (HD); 3.19 Site Feature – Historic District (HD); 3.20.2 Applicability; 3.25 Designation of Contributing Structure; 3.26 Appeals; 4.4 Conditional Use Standards; 5.3.7 Specific Landscaping Standards; 5.15 Old Town Bluffton Historic District; 7.2.2. Illegal Nonconformities; 7.9 Nonconforming Sites Resulting from Right-Of-Way Dedication or Acquisition; 9.2 Definitions; 9.3 Interpretation of Dimensional Standards; and, 9.4 Description of Uses of Land and Buildings
STATUS: 1/29/2019 The Application was heard at the January 23, 2019 Planning Commission meeting where it was recommended for approval to Town Council with conditions related specifically to Public Projects, Minor and Major PUD Master Plans, Development Plans, requiring public notice for various projects and to include language related to appeals.
STATUS: 2/18/2019 The Application will be heard at the March 12th Town Council meeting.
STATUS: 5/28/2019 A portion of the text amendments were approved by Town Council at their March 12, meeting. Additional items will be presented to Town Council at a future date.
STATUS: 4/21/2020 Various UDO text amendments are being reviewed by Planning Commission, and Town Council over the coming months.
STATUS:4/22/2024 - Staff continues to bring forth UDO edits to be reviewed by Planning Commission, and Town Council.

PROJECT NAME:

Zoning Map Amendment

ZONE-06-24-019188 06/17/2024 332 BUCK ISLAND RD ROAD Zoning Action Active Dan Frazier

Applicant: Town of Bluffton **Owner:** Town of Bluffton

PLAN DESCRIPTION: A request by the Town of Bluffton for Zoning Map Amendment of approximately 1.38 acres located at 328, 330 and 332 Buck Island Road identified as Beaufort County Tax Map Numbers R 610 039 000 0016 0000 (328 and 330 Buck Island Road) and R610 039 000 018C 0000 (332 Buck Island Road) to Rezone the Subject Property to the Light Industrial (LI) District.
STATUS 8/29/24: The workshop was held at the July 24, 2024 Planning Commission meeting. The Public Hearing and Recommendation to Town Council is tentatively scheduled for September 25, 2024 Planning Commission meeting.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Zoning Action

ZONE-03-24-019046 03/14/2024 Zoning Action Active Dan Frazier

Applicant: Bryant and Son Trucking Company **Owner:** Bryant and Son Trucking Company

PLAN DESCRIPTION: A request by the applicant and property owner Johnnie Bryant III, for approval of a zoning map amendment application. The property is located at 30 Davis Road and consists of approximately 2.14 acres identified by tax map number R600 029 000 0028 0000 and currently zoned T2R Rural in unincorporated Beaufort County. This application is associated with the following annexation request; ANNX-03-24-019045.

STATUS: This request was heard at the May 22, 2024, Planning Commission Meeting as a Public Workshop item.
STATUS: The Public Hearing for the zoning map amendment and comprehensive plan amendment were recommended for approval at the July 24, 2024, Planning Commission meeting.
STATUS: THE ZMA and CPA were approved at 1st Reading at the August 13, 2024, Town Council Meeting.
STATUS 11-12-24: Town Council APPROVED 2nd and Final Reading of the ZMA and CPA.

PROJECT NAME:

Zoning Permit

ZONE-06-25-019782 06/03/2025 871 FORDING ISLAND RD ROAD Zoning Action Active Dan Frazier

Applicant: Cellco Partnership DBA Verizon Wireless **Owner:**

PLAN DESCRIPTION: Staff approves the installation of a new metal pole and small cell equipment with associated electrical components, mounting hardware (as needed), and all associated work located at the intersection of Fording Island Road and Simmonsville Road (32.268025, -80.860460) in the Public Right-of-Way (Cell Tower # 7)

PROJECT NAME:

Zoning Variance

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Zoning Action

ZONE-05-25-019734	05/05/2025	107 SEAGRASS STATION RD ROAD	Zoning Action	Active	Dan Frazier

Applicant: Thomas Boyle **Owner:** Encompass Health South Carolina Real Estate LLC

PLAN DESCRIPTION: The Applicant, Thomas H. Boyle of Encompass Health, requests a variance to encroach 25 feet into the 50-foot wetland buffer (Unified Development Ordinance (UDO) Section 5.10.7). The property is identified by tax map numbers R610 021 000 0649 0000 in the Village of Verdier Planned Unit Development (PUD).
STATUS: This item is tentatively on the August 5, 2025 Board of Zoning Appeals meeting.

PROJECT NAME: VILLAGE AT VERDIER PLANTATION

Total Zoning Action Cases: 6

Total Active Cases: 74

Total Plan Cases: 74

Town of Bluffton
20 Bridge St.
PO Box 386
Bluffton, SC 29910
843.706.4500

To: Town Council

From: Stephen Steese, Town Manager

Date: July 30, 2025

Town Operations / Community Meetings

- The Town completed the Resident Resource Guide and mailed them to every resident in the town. We are following up with a social media campaign and are creating videos to outline key components of the guide.
- Staff continued to meet with the engineer that is reviewing the entire Bluffton Parkway as part of the LATS study. The options they have compiled, along with their impact and costs, that will be presented to LATS August 1st.
- We continue to monitor the weather as we move through hurricane season. We have had a very hot and wet July with more rain in the month than the previous 6 put together. We have flexed some schedules to work within the heatwaves.
- Town offices were closed July 4th in observance of Independence Day. We held the Town's Independence Day celebration between July 2nd and 3rd. We held the Mayor's Cup 5K on the 2nd at 7:00 pm. We also held a celebration in Old Town and Oyster Factory Park on the 3rd starting at 5:00 pm followed by Fireworks around 9:00 pm.
- Registration for the 2025 Council Election will open on Friday August 8th and run through September 8th. There are two seats on the ballot this year.

Town Council/Town Attorney Related Meetings

- Weekly Mayor / Mayor Pro Tempore / Manager meetings.
- Council held a Special Called Meeting in place of our Quarterly Workshop to address the Affordable Housing project that we are partnered with Beaufort Memorial and Beaufort County to complete on Buckwalter.
- Councilmembers, and staff attended the SOLOCO meeting in Hardeeville on July 22nd. There was a presentation and discussion around regional growth and how to compile and track for the future, and an update from the Childcare Committee was provided.
- Councilman Wood and staff attended the MASC Annual Conference and related events on Hilton Head Island July 17-18th.
- Council and staff toured the New River Linear Trail in groups to discuss the path of the trails, current conditions, and plans for improvements.
- The Affordable Housing Committee discussed the potential Affordable Housing position and additional ways to address Affordable Housing in Bluffton and will have a workshop on July 30th.

Updates and Miscellaneous Information

- The Beaufort Memorial partnership to provide on-site medical care started this month. They will be onsite once a week for now and will expand as needed. We are also partnering with them to do some community events to give people discounted access to basic medical services and testing.
- Held our Slide out of July event on July 19 at Buckwalter Park.

TOWN COUNCIL

STAFF REPORT
Projects and Watershed Resilience Department

MEETING DATE:	August 12, 2025
PROJECT:	Consideration of an Ordinance for a Non-Exclusive Easement over Certain Real Property Owned by the Town of Bluffton Consisting of Parcel R610-028-000-0018-0000 in Favor of K. Hovnanian's Four Seasons at Carolina Oaks to connect the Four Seasons' Boardwalk to the New River Trail, Second and Final Reading
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects and Watershed Resilience

REQUEST: Town Council approve Second and Final Reading of an Ordinance (Attachment 1) authorizing the granting and transfer of a permanent easement (Attachment 2) to K. Hovnanian's Four Seasons at Carolina Oaks ("Four Seasons") over a portion of real property owned by the Town of Bluffton at 3829 Okatie Highway (Tax Map No. R610 028 000 0018 0000).

BACKGROUND: On 7/20/2005, the Jones Family and the Town of Bluffton entered into an Amendment to Development Agreement and Concept Plan for Jones Estate to govern the use and development of certain real property. This amendment provides for other improvements such as a boardwalk to be developed by the owner of the property, now Four Seasons. The easement to Four Seasons is necessary to assist with completing pedestrian connection from Four Season's existing boardwalk to the New River Linear Trail. Sample Easement is included as Attachment 2.

Should Town Council desire to pursue the granting of the easement, formal action to authorize the easement via Ordinance is necessary. In accordance with Sections 5-7-40 and 5-7-260 of the South Carolina Code of Laws and Sections 2-13(a)(8) and 2-13(a)(4) of the Code of Ordinances for the Town of Bluffton, Town Council must act by Ordinance to convey, lease, or authorize the conveyance or lease of any Town owned lands as well as easements and public rights-of-way. Therefore, the proposed Ordinance for approval of the Easement is provided as Attachments 1 and 2, respectively.

NEXT STEPS: Should Town Council desire to approve Second and Final Reading of the proposed Ordinance, the following next steps will be implemented:

1. Town Manager executes Easement.
2. Recording of Easement.

SUMMARY: Consideration to grant a proposed Easement related to Town-owned property at 3829 Okatie Highway in favor of K. Hovnanian's Four Seasons at Carolina Oaks for pedestrian connectivity to the New River Linear Trail.

ATTACHMENTS:

1. Ordinance
2. Sample Easement
3. Proposed Motion

ORDINANCE NO. _____

TOWN OF BLUFFTON, SOUTH CAROLINA

AN ORDINANCE AUTHORIZING THE TOWN MANAGER TO EXECUTE AND DELIVER AN EASEMENT TO K. HOVNANIAN'S FOUR SEASONS AT CAROLINA OAKS, LLC OVER CERTAIN REAL PROPERTY OWNED BY THE TOWN OF BLUFFTON CONSISTING OF A PORTION OF PARCEL R610-028-000-0018-0000

WHEREAS, the Town of Bluffton, South Carolina, (the "*Town*") presently owns a parcel of land containing of approximately 41.00 acres located in the Town of Bluffton, Beaufort County, South Carolina, commonly known and identified as the New River Linear Trail ("*Trail*") and assigned Tax Map No. R610-028-000-0018-0000 (the "*Property*"); and,

WHEREAS, K. Hovnanian's Four Seasons at Carolina Oaks, LLC ("*Developer*") has requested that the Town grant it an approximately 898 square foot permanent easement (the "*Easement*") across a portion of the Property for the purpose of installing a pedestrian connection to access the Trail; and,

WHEREAS, Town Council has determined that it is in the best interests of the Town to authorize the execution and delivery of the requested Easement Agreement, which has been attached hereto as **EXHIBIT "A"**; and,

WHEREAS, Sections 5-7-40 and 5-7-260 of the South Carolina Code of Laws and Sections 2-13(a)(8) and 2-13(a)(4) of the Code of Ordinances for the Town of Bluffton requires that Town Council act by Ordinance to convey, lease, or authorize the conveyance or lease of any Town owned lands as well as easements and public rights-of-way.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, in accordance with the foregoing, as follows:

SECTION 1. EXECUTION AND DELIVERY OF EASEMENT. The Town Council hereby authorizes the transfer and conveyance of the necessary easement over the Property and hereby authorizes the Town Manager to execute the Easement Agreement in substantial form to the one attached hereto as **EXHIBIT "A"**.

SECTION 2. AUTHORIZATION FOR ADDITIONAL ACTIONS. The Mayor, Town Manager, and Town Clerk are each hereby authorized to execute any and all documents necessary to consummate the transfer and conveyance of the easement on the Property from the Town, including, without limitation, the delivery and recordation of the Easement with the Office of the Register of Deeds for Beaufort County, South Carolina. The Town Manager is hereby authorized to pay such reasonable costs of the transaction as may be necessary.

SECTION 3. ORDINANCE IN FULL FORCE AND EFFECT. This entire Ordinance shall take full force and effect upon its final adoption.

DONE, RATIFIED AND ENACTED this ____ day of _____, 2025.

This Ordinance was read and passed at first reading on _____, 2025.

_____
Larry Toomer, Mayor
Town of Bluffton, South Carolina

_____
Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

This Ordinance was read and passed at second reading on _____, 2025.

_____
Larry Toomer, Mayor
Town of Bluffton, South Carolina

_____
Marcia Hunter, Town Clerk
Town of Bluffton, South Carolina

SPACE ABOVE RESERVED FOR RECORDING PURPOSES

UPON RECORDING, PLEASE RETURN TO:
TOWN OF BLUFFTON
Attn: Town Clerk
20 Bridge Street
Bluffton, South Carolina 29910

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION BY:
FINGER, MELNICK, BROOKS & LABRUCE, P.A.
Attn: E. Richardson LaBruce
Post Office Box 24005
Hilton Head Island, South Carolina 29925

STATE OF SOUTH CAROLINA	)	**EASEMENT AGREEMENT**
	)	(New River Linear Trail & Carolina Oaks)
	)	Tax Map No. R614-028-000-5336-0000
COUNTY OF BEAUFORT	)	Tax Map No. R610-028-000-0018-0000

THIS EASEMENT AGREEMENT (the "*Agreement*") is made and entered into on this ___ day of _____, 2025, (herein, the "*Effective Date*") by and between the **TOWN OF BLUFFTON**, a South Carolina municipal corporation (the "*Town*" and/or the "*Grantor*") and **K. HOVNANIAN'S FOUR SEASONS AT CAROLINA OAKS, LLC**, a South Carolina limited liability company (the "*Developer*").

WITNESSETH

WHEREAS, the Town is the record owner of that certain parcel of real property commonly known as a portion of the New River Linear Trail, R610-028-000-0018-0000 and as more particularly described on **EXHIBIT "A"** hereto, which by reference is fully incorporated herein (the "*Linear Trail*"); and,

WHEREAS, the Developer previously owned certain real property adjacent to the Linear Trail of approximately 14.8 acres, more or less, and assigned Beaufort County Tax Map No. R614-028-000-5336-0000, as more particularly described on **EXHIBIT "B"** hereto and which by reference is fully incorporated herein (the "*Parcel*"). Developer conveyed the Parcel to Carolina Oaks Association in Deed Book 4356 at Page 1095, recorded August 2, 2024 in the Office of the Beaufort County Register of Deeds. Contained in this Deed, Developer reserved unto itself certain rights to construct additional amenities or improvements on the Parcel; and,

WHEREAS, the Parcel is subject to the terms and conditions of the *Development Agreement for the Jones Estate* recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 1315 at Page 1099, as amended and supplemented (the "*Development Agreement*"); and,

WHEREAS, Section XII.A of the Development Agreement requires the Developer to construct a pedestrian connection to access the Linear Trail from the Parcel and to thereafter maintain such access in a safe and usable condition; and,

WHEREAS, as illustrated by the "*Encroachment Exhibit*" provided to the Town by the Developer and attached hereto as **EXHIBIT "C"** and fully incorporated herein by reference, the Developer will require an approximately EIGHT HUNDRED NINETY-EIGHT (898 SQ. FT.) SQUARE FOOT permanent easement interest over a portion of the Linear Trail in order to facilitate the requisite pedestrian connection to and from the Parcel (the "*Easement Areas*"); and,

WHEREAS, the Town desires to show its support for the Project by conveying the requisite easements over the Easement Areas to the Developer subject to the terms and conditions more fully set forth herein; and,

WHEREAS, the Parties desire to execute this Agreement to clarify and/or set forth the scope of the easements granted to the Developer and the obligations of the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and no other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Incorporation of Recitals**. The above recitals are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Agreement.

2. **Permanent Easement**. Subject to the provisions of this Agreement, the Town hereby grants and conveys to the Developer, its successors, assigns, employees, licensees, agents, invitees, and contractors, as well as any future owner of the Parcel and such other persons whomsoever claiming under or through said parties (collectively, the "*Grantee*") a conditional, non-exclusive, perpetual, commercial, and transmissible easements to construct, operate and maintain certain pedestrian pathway improvements, including but not limited to the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the Easement Areas such (a) lights, fixtures, poles, support infrastructure, communications infrastructure, conduits, wiring, meters, boxes, enclosures, transformers, hand-holes, transformer enclosures, connection boxes and/or other subsurface or above-ground lighting and electric utility improvements (the "*Utility Improvements*"), (b) pathway, pedestrian bridge, emergency telephone or computer systems, and/or other walkway improvements (the "*Sidewalk Improvements*"), and (c) drains, embankments, ditches, culverts, flumes, pipes and any other improvements used or useful in the collection, conveyance, testing and drainage of surface and storm water runoff (the "*Drainage Improvements*")(with the Utility Improvements, the Sidewalk Improvements, and the Drainage Improvements collectively, the "*Improvements*"), together with the right of ingress, egress, and access to and from and across and upon those portions of the Linear Trail immediately adjacent to the Easement Areas as may be necessary or convenient for the purposes connected therewith. Together with the right, from time to time, to install any or all of the Improvements in the Easement Areas near the easement/lot lines; provided, however, any damage to the property of the Town caused by the Grantee in the exercise of its rights hereunder shall be repaired by Grantee at its cost and expense.

3. **Compliance with Laws and Regulations**. Developer shall operate and shall ensure that all Grantees operate on and within the Easement Areas and the Linear Trail in a safe and workmanlike manner, in accordance with generally accepted construction practices in the State of

South Carolina. Developer shall perform all work and operate within the Easement Areas in full and complete compliance with all applicable federal, State and local laws, ordinances, statutes, regulations, and permits (collectively, the "*Regulations*"), including but not limited to such Regulations pertaining to the protection of wetlands, groundwaters, and the environment. Developer shall be solely responsible for any violation of any Regulation and agrees to promptly pay any fines or penalties imposed because of such violations. The Developer shall be solely responsible for obtaining all necessary easements, rights-of-entry, permits, and/or approvals from Dominion Energy of South Carolina, Inc. ("*Dominion*") prior to any construction, maintenance, development, or work within the Easement Areas or the Linear Trail.

4. **Maintenance**. Developer, at its sole cost and expense, shall and hereby agrees to maintain any and all Improvements within the Easement Areas in a safe, neat, and orderly manner, free of debris and hazardous conditions, and further agrees to repair, replace, and renovate such Improvements when reasonably necessary.

5. **Damage and Interference**. In no event shall a Grantee materially interfere with the Town's or the public's use of the Linear Trail. Developer shall be solely responsible for the protection and safety of the general public within the Easement Areas and Developer shall take all reasonably necessary precautions to ensure that the general public is protected from any harm arising from or connected with the Grantee's use of the Easement Areas. The parties to this Agreement agree that Developer shall be responsible for patching any asphalt, concrete or other all-weather surface disturbed by a Grantee during the life of this Agreement and shall restore any impacted portions of the Linear Trail to its prior condition, including but not limited to re-seeding grassed areas.

6. **Notice Prior to Commencing Work**. Prior to commencing any work, maintenance, or development within the Easement Area, the Developer shall provide the Town with at least seven (7) days' prior written notice; provided, however, in the event of a bona fide emergency, Developer shall provide the Town with whatever notice is reasonable under the circumstances.

7. **AS IS, WHERE IS**. The easements granted hereunder are made on an "**AS IS**" basis without any representation or warranty as to the condition of the Easement Areas or any improvements thereon. The Parties acknowledge and agree that the Town is under no obligation to maintain or repair any Improvements in the Easement Areas, now existing or to be constructed, for the benefit of a Grantee or any other persons. Further, the Developer shall not modify, alter, construct, make or remove any Improvements constructed within the Easement Area or permit the same without the prior written consent of the Town.

8. **Indemnification**. Developer shall defend, indemnify and hold harmless the Town, its affiliates, and its respective officers, members, employees, representatives, agents, successors and assigns (each an "*Indemnified Party*" and collectively, the "*Indemnified Parties*"), from and against all claims, demands, suits, actions, expenses, judgments, obligations, damages, charges, losses and liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, taxes, fees, costs, or expenses of whatever kind (including, without limitation, amounts paid to enforce the provisions of this Section and amounts paid in settlement, interest, court costs, costs of investigators, fees and expenses of attorneys, accountants, financial advisors and other experts, and other expenses) that may be imposed upon, incurred by or asserted against and Indemnified Party and arising out of or resulting from: (a) any negligent or tortious act, error or omission attributable in whole or in part to any Grantee; and (b) any failure by a Grantee to perform its obligations, either express or implied, under this Agreement; and (c) bodily injury, death of any person, or damage to real or tangible, personal or intellectual property resulting from any Grantee's negligence or wrongful acts or omissions; and (d)

any breach of any of Grantee's representations, warranties or obligations under this Agreement. Notwithstanding the foregoing, the indemnification obligation set forth above shall not include any claims, demands, judgments, suits, actions, expenses, losses or liabilities, including costs and attorney's fees, which are caused solely by the negligence of the Indemnified Party seeking to enforce such obligation. This provision shall survive the termination of this Agreement for any claim arising during the term of the Agreement.

9. **Revocation of Easements**. In the event that the Developer or a Grantee materially breaches this Agreement or otherwise exercises their rights hereunder in an unacceptable or objectionable manner, as determined in the sole and absolute discretion of the Town, and such acts of are either incapable of being cured or are not cured within seven (7) days of Developer's receipt of written notice from the Town regarding the same, the Town shall have the unilateral right to revoke and terminate this Agreement and the easements conveyed hereunder. In the event this Agreement is terminated by the Town, the Developer shall promptly remove all equipment, materials, litter, debris, fencing, and Improvements from the Easement Areas and restore the Easement Areas to their pre-existing condition as required in Section 5 hereof.

10. **Default and Remedies**. In addition to the remedies provided in Section 9 hereof, in the event of a default by either party hereto, the non-defaulting party may seek any and all remedies permitted by law or available in equity. For avoidance of confusion, such remedies shall include the right of self-help for the Town if the Developer shall continue to fail, after notice and the seven-day cure period, to perform any necessary maintenance required of it hereunder, and Developer hereby agrees to reimburse the Town for the expenses and costs incurred in correcting the same within thirty (30) days of receipt of statement itemizing said costs and expenses incurred by the Town.

11. **Transferability**. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by, and obligations imposed by, this Agreement are commercial easements and are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

12. **Town Council Approval**. Notwithstanding anything in this Agreement to the contrary, pursuant to Section 5-7-260 of the South Carolina Code of Laws, 1976, as amended, and Sections 2-13 and 2-19 of the Code of Ordinances for the Town of Bluffton, South Carolina, the Grantor acknowledges and agrees that the Town, as a South Carolina municipal corporation, may only convey interests in real property through the adoption of a written ordinance of the Bluffton Town Council at such duly held public meeting(s) of Town Council.

13. **Modifications**. The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing, signed by each party.

14. **Construction of Agreement**. Each party acknowledges that it has participated in the negotiation and drafting of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court by reason of such party having or being deemed to have structured, dictated, or drafted any provision in the Agreement.

15. **Successors and Assigns**. All provisions of this Agreement shall run with the land and bind and inure to the benefit of each party and each party's respective heirs, executors, legal representatives, successors, successors in title and assigns. The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors, and assigns, as the case may be. The

obligations, covenants, and responsibilities of the Developer and the Grantee hereunder shall only be conveyed, assigned, or transferred as part of the conveyance, assignment, or transfer of the Parcel.

16. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

17. **Continuation of Other Easements**. Nothing within this Agreement shall be deemed to nor shall operate to extinguish any other easements held or possessed by the Parties, either individually or collectively, within the Easement Areas.

18. **Cooperation**. The parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intended purpose of this Agreement.

19. **Notice**. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "*Notice*") in writing and addressed to the other party at its address set out herein (or, in the alternative, for the Developer and/or its successors and assigns, at the address shown on the most recent tax bill for the Parcel issued by Beaufort County). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail, or first-class U.S. mail. Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section 19.

TO HAVE AND TO HOLD, subject to the conditions and limitations set forth above, all and singular, the rights, privileges, and easements aforesaid unto the Grantee, its successors and assigns, forever.

[*Remainder of Page Intentionally Omitted. Signature Page(s) and Exhibit(s) to Follow*.]

WITNESS Grantor's Hand and Seal this ____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR:
TOWN OF BLUFFTON, a South Carolina municipal corporation

_____ (L.S.)
(Signature of First Witness)
Name: STEPHEN STEESE
Title: TOWN MANAGER

_____
(Printed Name of First Witness)

_____
*(Signature of Second Witness **or** Notary Public)*

_____
(Printed Name of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this _____ day of_____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared STEPHEN STEESE as TOWN MANAGER for the TOWN OF BLUFFTON, a South Carolina municipal corporation, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, who, on behalf of the corporation, acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

_____(SEAL)
(Signature of Notary Public)

Notary Printed Name:_____
Notary Public for the State of South Carolina
My Commission Expires:_____

WITNESS Grantee's Hand and Seal this ____ day of _____, 2025

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTEE:
K. HOVNANIAN'S FOUR SEASONS AT CAROLINA OAKS, LLC, a South Carolina limited liability company

_____ _____(L.S.)
(Signature of First Witness)

Name: _____

_____ Title: _____
(Printed Name of First Witness)

_____
*(Signature of Second Witness **or** Notary Public)*

_____
(Printed Name of Second Witness or Notary Public)

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I HEREBY CERTIFY that on this _____ day of_____, 2025, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____ as _____ for K. HOVNANIAN'S FOUR SEASONS AT CAROLINA OAKS, LLC, a South Carolina limited liability company, known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, who, on behalf of the company, acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

_____(SEAL)
(Signature of Notary Public)

Notary Printed Name:_____
Notary Public for the State of South Carolina
My Commission Expires:_____

EXHIBIT "A"

(Property Description for the Linear Trail)

ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Bluffton County of Beaufort, South Carolina, containing 41.00 acres, more or less, shown and designated as "**Tract A**" on that certain survey entitled "*Property Survey for: New River Farms, L.P., et al., of: 'Linear Park', Location: Bluffton Township, Beaufort Co., South Carolina – Town of Bluffton*" prepared by James M. Anderson, S.C.R.L.S. 9213, certified by James M. Anderson & Associates, Inc., dated February 8, 2000, and recorded July 24, 2000, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 75 at Page 93.

This being a portion of the same property conveyed to the Town by deed of New River Farms, L.P., Holly Branch Farms, L.P., Jones Associates, L.P., the Barbara J. Bailey Limited Partnership, Dorothy Zetterower, Lillian R. Stephenson, and Christopher C. Ryals, as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Record Book 1367 at Page 1632.

Tax Map No. R610-028-000-0018-0000.

EXHIBIT "B"

(Property Depiction for the Parcel)

ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Bluffton Beaufort County, South Carolina described as "Common Area" containing 14.804 acres, more or less, TMP: R614-028-000-5336-0000 on a plat entitled "Subdivision Plat, Four Seasons Phase 5 A Portion of Parcels 4D & 4E Shubrick Lakes Tract, Town of Bluffton, Beaufort County, South Carolina" dated December 1, 2023, prepared by Thomas & Hutton Engineering Co., certified by Robert K. Morgan, RLS (SC#26957), and recorded in the Beaufort County Records in Plat Book 162 at Page 195 on December 14, 2023. For a more detailed description as to the location, courses, metes, bounds, distances; etc. reference may be had to the above recorded plat.

This being a portion of the same property conveyed to Developer by Magnolia Residential Investors, LLC, by (a) deed dated November 5, 2020 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on November 12, 2020 in Record Book 3933 at Page 1755; (b) deed dated May 2, 2019 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on May 15, 2019 in Record Book 3760 at Page 251; and (c) deed dated April 17, 2023 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on April 24, 2023 in Record Book 4235 at Page 2427.

Tax Map No. R614-028-000-5336-0000

EXHIBIT "C"
(Easement Depiction)

Z:\16119\16119.1030\ENGINEERING\DRAWINGS\EXHIBITS\BOARDWALK\16119.1030 - SANTEE COOPER EXHIBIT.DWG - Oct 22, 2024 - 2:10 PM

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

N

W E

S

POWER POLE # 116235

N/F RYAN HILLYER
PB 75 PAGE 93

N/F K. HOVNANIAN'S FOUR SEASONS AT CAROLINA OAKS
D.B. 3933 PG. 1755

CENTRAL ELECTRIC POWER COOPERATIVE EASEMENT - 75' R/W

PROPERTY LINE

1.4'

0.9'

BOARDWALK

100.0'

24.5'

75.0'

0.5'

POWER POLE # 116236

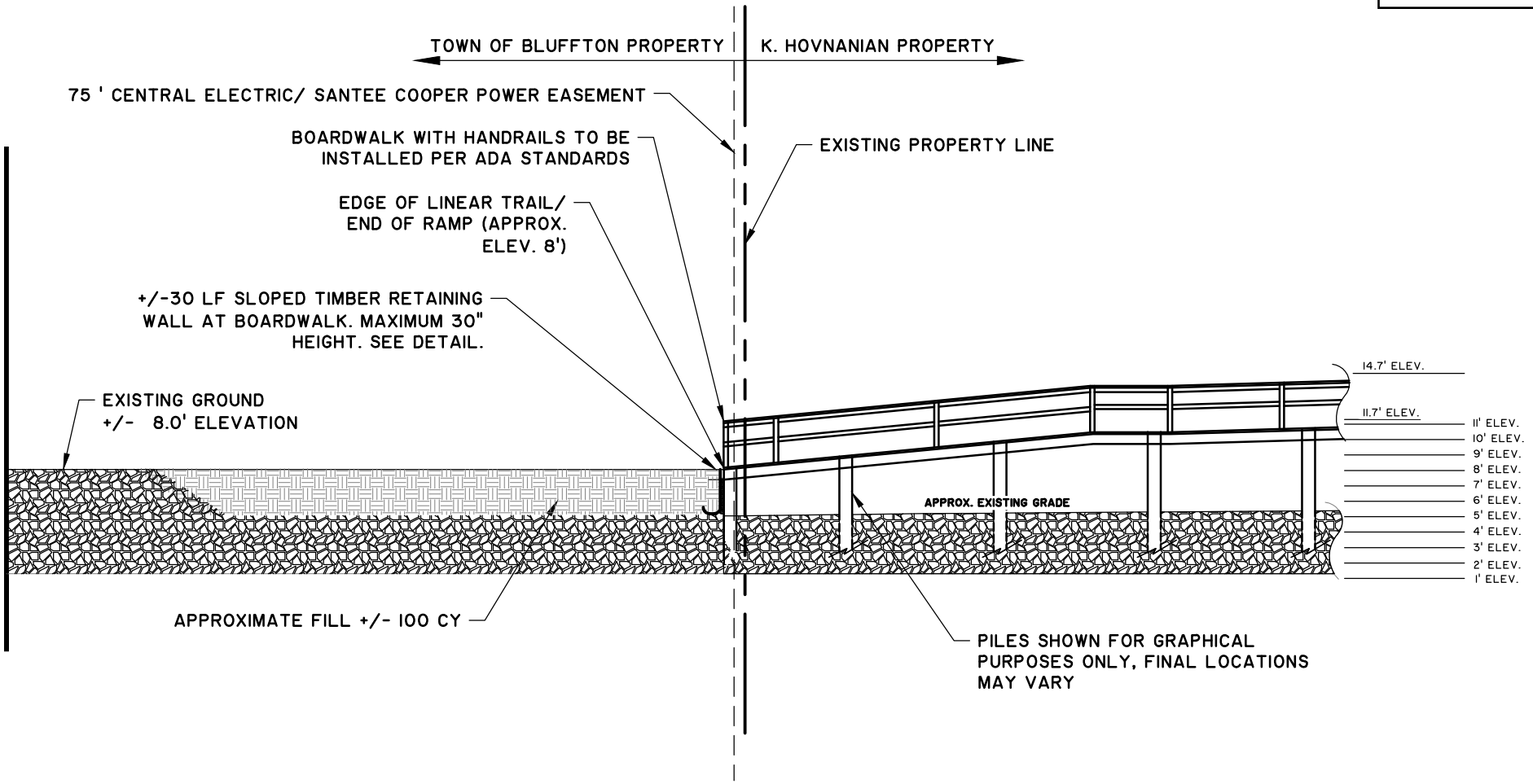
ENCROACHMENT EXHIBIT

BOARDWALK CROSSING

CLIENT:
K. HOVNANIAN HOMES

LOCATION: BLUFFTON, SC
DATE: 10/22/24 DRAWN BY: TJB SHEET: 1 OF 1
JOB NUMBER: J-16119 REVIEWED BY: JPM SCALE: 1" = 30'

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com



PREPARED FOR:

TOWN OF BLUFFTON

LINEAR TRAIL ENCROACHMENT EXHIBIT

BLUFFTON, SOUTH CAROLINA

10/22/24

THOMAS & HUTTON

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www.thomasandhutton.com

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, [illegible] position locations are for illustrative purposes only and are subject to survey and property description.

Z:\6119\6119.1030\ENGINEERING\DRAWINGS\EXHIBITS\BOARDWALK\6119.1030 - BLUFFTON TRAIL GRADING.DWG - Oct 22, 2024 - 3:10 PM

N
W E
S

6' WIDE EARTHEN
WALKING PATH

75'
CENTRAL ELECTRIC
SANTEE COOPER
POWER EASEMENT

PROPERTY LINE

10" ø TIMBER PILE
AT 4' ON CENTER FOR 12'
(SEE DETAIL)

BOARDWALK CONNECTION
ELEVATION 8.0

BOARDWALK

3 x 12" PLANKS
ATTACH TO POSTS
(SEE DETAIL)

PROPERTY LINE

PROPERTY OWNER
TOWN OF BLUFFTON

PROPERTY OWNER
K. HOVNANIAN HOMES

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

BLUFFTON LINEAR TRAIL

BOARDWALK CONNECTION

CLIENT:
K. HOVNANIAN HOMES

LOCATION: BLUFFTON, SC
DATE: 10/22/24 DRAWN BY: TJB SHEET: TP
JOB NUMBER: J-16119.1030 REVIEWED BY: JPM SCALE: 1" = 10'

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AFFIDAVIT OF TRUE CONSIDERATION AND CLAIM FOR EXEMPTION FROM:

STATE RECORDING FEE - S.C. CODE OF LAWS SECTION 12-24-40;
APPLICABLE COUNTY & MUNICIPAL TRANSFER FEE ORDINANCES

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before the undersigned, who is duly sworn, deposes and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed under the laws of the State of South Carolina, County of Beaufort.

GRANTOR: THE TOWN OF BLUFFTON

GRANTEE: K. HOVNANIAN'S FOUR SEASONS AT CAROLINA OAKS, LLC

GRANTEE MAILING ADDRESS: 20 Bridge Street, Bluffton, SC 29910

DATE OF CONVEYANCE:

TRUE CONSIDERATION: $10.00

TAX DISTRICT/MAP/PARCEL NO: R610-028-000-0018-0000

STATE RECORDING FEE EXEMPTION: This transfer is exempt from the statutory Recording Fee required by the State of South Carolina in accordance with Section 12-24-40(2) transferring realty subject to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts.

TRANSFER FEE EXEMPTION (if applicable): This transfer is exempt – transferring realty to state government agency.

Signed:_____
Print Name: Brittany L. Ward
Capacity: Finger, Melnick, Brooks & LaBruce, P.A.
Attorney for Town

Sworn to and subscribed before me on
this_____ day of_____, 2025.

_____
Notary Public of South Carolina
My commission expires:_____

ROD OFFICE USE ONLY

State Stamps Collected: $ _____ Recording Date:_____
Transfer Fee Collected: $ _____ Book:_____ Page: _____

Attachment 3
Proposed Motion

Consideration of an Ordinance for a Non-Exclusive Easement over Certain Real Property Owned by the Town of Bluffton Consisting of Parcel R610-028-000-0018-0000 in Favor of K. Hovnanian's Four Seasons at Carolina Oaks to connect the Four Seasons' Boardwalk to the New River Trail, Second and Final Reading

Proposed Motion

*"I move to **Approve (Deny or Approve as Amended)** the second and final reading of an Ordinance authorizing the Town Manager to execute an Easement providing a non-exclusive easement over certain real property owned by the Town of Bluffton, located at 3829 Okatie Highway, in favor of K. Hovnanian's Four Seasons at Carolina Oaks, LLC for the purpose of installing a pedestrian connection to access the New River Linear Trail."*